

CHANGES IN THE BALANCE OF POWER BETWEEN SELECTED FLORIDA
SCHOOL BOARDS AND TEACHER UNIONS AS REFLECTED IN SELECTED CLAUSES
OF CONTRACTS COLLECTIVELY BARGAINED FROM 1975 TO 1978

By

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By

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The Florida Public Employee Relations Act, passed by the 1974 Florida Legislature and effective January 1, 1975, resulted in formal collective bargaining between school boards and teacher unions in a majority of Florida school districts. Given the presence of collective bargaining, the problem of the study was to determine if there were shifts in the balance of power between the school boards and teacher unions as reflected in the collectively bargained teacher contracts and to identify the direction of any changes in the balance of power.

The study was limited to the 15 Florida school districts which had between 5,000 and 20,000 pupils, had negotiated more than one contract during the period covered, and had a designated staff member who served on the school board negotiating team for all contracts included in the study. The study was conducted by securing copies of all collectively bargained contracts between school boards and teacher unions in the 15 school districts which were included in the study and which had been ratified between January 1, 1975, and the beginning of the 1978-79 school year. Six clauses were extracted from the

contracts (dues deduction, grievance definition, union use of school facilities and services, reduction-in-force, extra-duty assignments, and management rights). The clauses in successively negotiated contracts were compared to identify changes which appeared to the researcher to shift the apparent balance of power between the parties. Where such changes were found the school board negotiator was interviewed and asked if the apparent change was accompanied by a substantive change in relationships and further was asked to describe the context within which the change was negotiated.

Changes in the balance of power were identified by the researcher in 59 instances in the clauses studied. There were 42 changes which appeared to shift power toward the union and 17 which appeared to shift power toward the school board. Negotiators stated that 39 of the changes identified by the researcher were accompanied by changes in the substantive relationships between the parties. In 24 of the 39 instances the balance of power was reported to have moved toward the union and in the remaining 15 instances power shifted toward the school board. Negotiators in seven districts reported that the overall balance of power had remained the same in successive contracts, six negotiators stated that the unions had gained, and two negotiators reported that the school boards had gained power. Negotiators stated that the changes resulted from the attempts of one of the parties to shift the balance of power in 22 of the 59 instances and during the exchange of package offers at the bargaining table in 28 instances.

It was concluded that the balance of power had shifted toward the union during the period included in the study. Grievance definitions and management rights clauses were changed less than the other clauses

but changes in the grievance definition and management rights clause were more indicative of a change in the balance of power. Changes between the first and second contracts were more critical to the balance of power issue in the 15 districts than changes made between the second and third contracts.

CHAPTER I

INTRODUCTION

Castetter (1976) said "the ultimate goal of collective negotiations is the establishment of a sound and stable relationship between the school system and its personnel" (p. 385). Public school systems could only reach this goal, wrote Castetter, as both sides in the bargaining process yielded to reasonable demands and as both sides worked toward the resolution of disagreements (p. 385).

Castetter listed a number of characteristics of the collective bargaining process. Among those listed were the maximization of both opportunity and security for union members, codetermination of the terms and conditions of employment, codetermination of personnel policies and practices, and restriction of unilateral action by either the employer of the employees (pp. 383 - 385).

As the process of collective bargaining is repeated from year to year, representatives of the school board and the teacher union attempt to increase the amount of control which can be exercised by the side they represent. Kimbrough and Nunnery said in 1976 that collective bargaining had given teachers "extensive control over educational budgets and the educational process" (p. 415). This new control by organized teachers resulted in a decrease in management's prerogatives without a corresponding decrease in the accountability demanded of the school board and its administrators by the public. In a 1978 study, Evans, Knox and Wiedenman indicated that among the trends that negotiators

for both school boards and teacher unions predicted for the future were increased protection for teachers, job security, and a greater amount of control by teachers on all issues relating to education (pp. 74 - 82).

The changes in respective roles played by school boards, administrative personnel, and teachers have been reflected in the scope of contracts bargained. Davey (1972) said that teachers would continue to press for a joint voice on many matters traditionally regarded as subject only to advisory consultation by school management. The issue of expanded scope of contracts would tend to be resolved as part of the bargaining process rather than by unilateral action by management or by restrictive delimitation by legislation (pp. 371 - 373).

There was an apparent consensus of opinion that collective bargaining has been a process through which the teacher unions have increased control. There was also a generally stated consensus that increase in teacher control of the educational process will continue as the unions gain strength and expertise in bargaining.

O'Neil (1972) described the process of collective bargaining on the national level as becoming more sophisticated. From the initial agreements resulting from "meet and confer" sessions between school boards and teacher representatives, to the contracts being bargained when O'Neil wrote, changes had occurred in the relationships between the parties. These changes were reflected in the language of the contracts (pp. 2 - 3).

Walter (1975) defined the contract as the physical product of collective negotiations (p. 80). Walter further stated that the contract could be a simple document which focused on general agreements and understandings, or a complex of carefully drawn stipulations which

regulate the actions of each party in relationships with the other party to the contract (pp. 89 - 90).

In brief, the collectively bargained contract is one of the ways to examine the changes in relationships between the school board and its organized teachers. Changes in contract clauses over a period of time indicate the effective alteration of the balance of power between the parties. The investigation reported herein dealt with the changes in the language of specific contract clauses between selected Florida school boards and teacher unions and the reasons for making those changes as viewed by school board negotiators.

The Problem

Statement of the Problem

The focus of the investigation was on the changes in the balance of power between selected Florida school boards and teacher unions as reflected in the collectively bargained contracts with teachers.

Specifically, answers to the following questions were sought:

1. What changes, reflected in selected clauses of collectively bargained teacher contracts, occurred in the balance of power between school boards and teacher unions during the period 1975 through 1978?
2. What was the context, as reported by the school board negotiators, in which the changes in contract language were made?
3. Where changes in the balance of power are reflected in the contracts, according to review of the contracts and verified by school board negotiators, which of the parties to the contract increased control?

Delimitations and Limitations

The following delimitations were observed:

1. The investigation was confined to those Florida school districts in which: (a) the pupil population in the 1976-1977 school year was between 5,000 and 20,000 average daily membership in kindergarten through grade 12; (b) the school board negotiator, designated by the superintendent, had been a member of the school board's negotiating team for the period covered by the investigation; and (c) more than one contract was negotiated by the district during the period covered by the investigation. A total of 15 districts met the criteria and were included in the investigation.
2. The investigation was delimited to those contracts between school boards and teacher unions bargained after the effective date of the Florida Public Employee Relations Act (January 1, 1975) and ratified and approved prior to the beginning of the 1978-1979 school year.
3. The investigation was delimited to the following contract clauses: dues deduction, grievance definition, union use of school facilities and services, reduction-in-force, extra-duty assignments, and management rights.
4. The investigation was delimited to the views of the school board negotiators and their reports of the reasons for the change in contract language.

Generalizations of the results of the investigation are limited to the school districts studied during the time period included in the study and to the specific clauses studied and the reasons for changes in those

clauses resulting from the bargaining between the parties. Furthermore the study was limited by the accuracy of the perceptions of the school board negotiators. This weakness was counteracted by the presence of notes, public records, and published reports of the negotiations sessions. Further, since only the views of school board negotiators were sought, the views of the teacher union negotiators were not reflected.

Justification for the Study

A commonly held view was the belief that before collective bargaining began the school board had all the power and all of the rights. Collective bargaining in the public school system was, in part, the effort of the organized teachers to share in the control and rights enjoyed by the school board. As the collective bargaining process continued, it was one of the goals of the teacher union to increase the areas in which the union could control the actions of the school board.

A view held among Florida school board negotiators, at the time of the study, was that school boards in the smaller districts in Florida had given up many management rights. One negotiator, from Florida's largest school district, observed that the small districts had given away so much of their control the negotiators for the larger districts had been unable to refuse to give up managerial prerogatives (O'Brien, Note 1). This commonly held view, coupled with the common union tactic of "whipsawing," using the gains achieved in one school district to pressure neighboring districts for the same concessions, led to the conclusion that if the smaller districts had, in fact, given the teacher unions a substantial voice in the management of the educational

process, teacher unions would have an effective tool for increasing the scope of their control in all Florida districts.

Another view was voiced by Richard Zwieback, a professional negotiator for a number of school boards in Illinois, Florida, North and South Dakota, Michigan, and California, who stated that, in his opinion, negotiators in Florida bargained contracts during the first year of bargaining that closely resembled those which were currently being bargained in other parts of the country where the process of bargaining had been in existence over a much longer period of time. Zwieback said that contracts in Michigan, with a 10-year bargaining history, were very similar to Florida's first-year contracts. Zwieback also voiced the opinion that the contracts negotiated during the second round of bargaining gave up even more of management's rights. Contracts from smaller Florida districts were used as examples by Zwieback to illustrate that opinion in training sessions held for Florida negotiators (Note 2).

Hood (1972) found that teachers and school trustees in Arizona differed on which items in collectively bargained contracts increase student learning opportunities. Hood found in his survey that items pertaining to non-teaching assignments, payroll deductions, and grievance procedures were viewed as important by the teachers but not by the school board members.

Each of the clauses which was selected for inclusion in the investigation was felt to provide some indication of changes in the relationships between school boards and teacher unions. The clauses were not direct reflections of monetary gains by the teachers. The paragraphs which follow provide reasons for the inclusion of each of the clauses in the study.

The dues deduction privilege for Florida's teachers was mandated in the Public Employee Relations Act. As a part of that legislation the school boards were given the right to charge the unions for the service provided in deducting dues from the teacher's pay. While some school boards collected for this service in the first contracts which they bargained, in subsequent years most of the school boards performed this service at no cost to the union. The dues deduction clause was seen as necessary for the security of the union. Eliminating the charge was viewed as one indication of the change in the balance of power between the school board and the teacher union.

The definition of a grievance in the private sector was generally limited to those violations of the contract which result from misunderstanding, misinterpretation, or misapplication of the contract document. In bargaining between school boards and teacher unions, there had been demands for the inclusion of school board policies, state and federal statutes, and administrative rules and procedures in the definition of grievable documents. To the extent that items outside of the contract document were included in the definition of a grievance, the managerial prerogatives of the school board were diminished. A change in the definition was seen as indicating a change in the balance of power between the parties to the contract.

Union uses of school facilities and services were organizational security items. Where school boards increased the amount of support given to the teacher unions, a change in relationships was presumed to have occurred. Among the implications of such support was a growing willingness on the part of the school board to accept the

group representing the teachers and an indication of willingness to continue bargaining with that group. Lieberman (1971b) noted that the common public sector practice of permitting the use of the employer's facilities by the union for meeting and other purposes was one of the unique differences between the public and private sectors in the collective bargaining process (pp. 4 - 5).

The reduction in force clause was a key organizational security provision. Many Florida school districts were forced to reduce the number of teachers employed during the period from 1975 through 1979 when the state reduced school funds after budgets had been finalized. As a result of these reductions in personnel, teacher unions presented proposals to school boards for clauses in contracts which would govern the process of personnel "cutback." The type of clause included in the contract and the criteria used in selecting teachers for layoff were seen as important indicators of the strength of the union. If the contract changed in this area it was seen as indicating a change in the balance of power between the parties. Gardner (1973) wrote that job security was a major issue with the unions. The scarcity of jobs prompted the early union leaders to attempt to preserve the positions available for the people that they represented.

Another of the clauses which was selected for inclusion in the study was the group of statements which related to extra-duty assignments. Demands to reduce extra-duty assignments were conceded by school boards during times of financial difficulty as a way of reducing monetary settlements. The concession was also made in return for increased services in other areas of the contract. The reduction in the ability

of the employer to require extra-duty from the employees, however, was seen as representing a reduction in the ability of the employer to control the employees.

The management rights clause was the reservation of authority to the governing body of the school system those rights and powers not otherwise abridged in the contract. Any change in the language of the management rights clause was viewed as indicating a change in the balance of power between the parties to the contract. This clause was considered by most Florida school board negotiators to be crucial for the school board. Kimbrough and Nunnery (1970) said that some school boards had already bargained away their responsibilities and given practical control of the educational process to the teachers. Successful negotiations require that both the school board and the teacher union retain their power.

Kimbrough and Nunnery (1970) wrote that negotiations in a school district can be influenced by outside sources. Among the influences they listed were the state political system and national teacher groups. National teacher groups exert pressure on local unions to make specific demands. To illustrate this, it was not unusual for the Florida Teaching Profession, an affiliate of the National Education Association, to present identical demands in each district in which the Florida Teaching Profession was the bargaining agent. To the extent that these uniform demands were met, a pattern of concessions was made and districts negotiated changes in the same clauses.

The perceptions of negotiators and authorities, the apparent changes in the roles of the school boards and teacher unions as a result of collective bargaining, and the pressure of outside groups to make

changes in similar parts of the contracts in each district were factors which appeared to justify the investigation. The information gathered was seen as helping negotiators in understanding the status of bargaining in the smaller Florida school districts at the time of the study. Given this background, the investigation was needed because as the people understand the shifting balance of power they are in a better position to make decisions on what concessions can be made to demands in a particular contract area. While this decision is a value choice and must be made based on the conditions in the local situation, negotiators who understand the pattern of changes will be better equipped to bargain with teacher unions. In addition, school board negotiators must be able to understand the changes in specific clauses in the context of the balance of power which is reflected in the total contract.

Assumptions

For the purposes of the study it was assumed that the researcher was qualified to determine the changes in relationships between school boards and teacher unions as reflected in the written contracts between the parties. This assumption was made based on the researcher having been a member of the negotiating team for a Florida school district for four years and having attended numerous workshops and conferences in the area of contract interpretation. It was further assumed that the clauses selected for inclusion in the investigation accurately reflected changes in the relationships between the school boards and teacher unions in the contracts studied.

Definition of Terms

Balance of Power. The balance of power is that state which exists between two parties to a contract. Either party may exercise a greater total amount of control over the other party in the existing balance of power. When there is a change in the amount of control, there is a shift in the balance of power.

Changes in relationships. Changes in relationships are those substantive alterations in the balance of power in the school district between the school board and the teacher union. The change may be in favor of either party or to any degree.

Collective bargaining. Collective bargaining is the process whereby employees as a group and their employers make demands and counter-offers in good faith relating to the terms and conditions of employment. Collective bargaining requires the execution of a written contract which incorporates the agreements reached by the parties. Collective negotiations is used by some writers as a synonymus term.

Consideration. Consideration is something of value given by one party to another party in return for performance or the promise of performance in a contract.

Context. The context of an agreement is the total setting in which agreement was reached. Context includes the considerations offered for concessions, pressures by parties not directly involved with the bargaining process, threats, sanctions, and public opinion.

Contract. The contract is the formal document which contains the agreement between the parties. The contract generally is limited to a specific time period, defines the terms and conditions of

employment, reserves the rights of the employer, lists the rights of the employee and the union, and provides a procedure for the resolution of disputes arising from the contract. A contract may also be called an agreement. A contract must be formally adopted by both parties following the process of bargaining which led to the agreements.

Control. Control is the relative power of one of the parties to the contract over some action of the other party. It may be the authority to force compliance with specific clauses or the ability to influence the rights of the actions of the other party to the contract.

Dues deduction. Dues deduction is the process whereby the employer withholds organizational dues from the employee's salary on a regular basis. In the Florida Public Employee Relations Act passed in 1974, "dues checkoff" was mandated. School boards were permitted to charge the union for the actual cost of making the deduction.

Extra-duty assignment. Extra-duty assignments are those activities which the school board or its administrators can require of teachers in addition to classroom teaching responsibilities. Extra-duty may include: after-school meetings, parent-teacher conferences, lunch duty, bus duty, or hall duty. The assignments are those for which no additional salary or supplement is paid.

Grievance definition. The grievance definition is the clause which limits the use of the grievance procedure. The definition may be restrictive and permit the employee to grieve only alleged violations of the contract. The definition may be so broad as to include any term or condition of employment, or any rule governing employer/employee relations.

Management rights. Management rights are those rights reserved

to the management or the school board. Management rights may be specifically spelled out in the contract, or may be reserved as "all rights not otherwise abridged within the contract." Also known as management prerogatives, management rights generally include, as a minimum, the right to hire personnel, to schedule work, to maintain order and efficiency, to establish standards, to promote personnel, and to discharge personnel for cause.

Party. A party is one of the signatories to the contract. In the case of collective bargaining contracts, the parties are the employer (school board) and the employee group (teacher union).

Reduction in force. A reduction in force clause is a plan or procedure that details the mechanics of reducing the number of positions within the school district which can be filled by members of the teacher union. Reduction in force clauses include both layoff and recall procedures.

School board negotiator. The school board negotiator is that individual designated by the superintendent of the district to represent the school board in the collective bargaining process. In this research the term means the contact person designated by the superintendent, whether the individual was the spokesman at the time of this study or was a member of the team. The individual will have been a part of the school board negotiating team for all contracts reviewed in the study.

Teacher union. The teacher union is the exclusive bargaining group which represents the classroom teachers in the district in the process of collective bargaining with the school board.

Union use of school facilities and services. Union use of school

facilities and services includes such things as meeting space on school grounds, use of bulletin board space, use of teacher mail boxes in the school, inter-school delivery of union mail (using the internal mail system), use of school board facilities for reproduction of materials, or the provision of other support of the union, whether free or for a charge.

Procedures

Overview of the Design

The investigation was conducted to identify those changes in relationships between school boards and teacher union. Collectively bargained contracts between the school boards and teacher unions in 15 Florida districts were compared. Where changes appeared to have occurred, the school board negotiator in the district was interviewed to determine what consideration was given or received for the change. School districts studied were those districts in Florida which had between 5,000 and 20,000 pupils.

Selection of School Districts

A list of the school districts in the state of Florida with an average daily membership in the 1976-77 school year of between 5,000 and 20,000 in kindergarten through grade 12 was compiled. A letter was sent to the superintendent of each of these 19 districts asking if a member of the administrative staff served on the school board's negotiating team for all of the contracts included in this study. The selection of districts in which one person served on all of the contract negotiation teams provided continuity to the information gathered

in interviews. Superintendents of the districts which fell within the criteria listed were requested to grant permission to the researcher to contact their designated school board negotiator to request copies of contracts negotiated during the time frame covered by this study. The superintendent was asked for permission to contact the school board negotiator for information about those contracts. Sixteen school districts had a staff member who had been a member of all of the teams which negotiated contracts which were studied.

Review of the Contracts

The contracts from the school districts which were included in the study were secured from the school board negotiator. Fifteen districts had negotiated more than one contract during the time covered by this investigation. The clauses studied (dues deduction, grievance definition, union use of facilities and services, reduction in force, extra-duty assignments, and management rights) were compared for each of the 15 districts on a contract-to-contract basis. Each set of clauses was reviewed using the following questions as a guide:

1. Was there a change in the clause? Changes included changed wording or punctuation. Changes in the placement of the clause within the contract, spelling, typographical, or grammatical corrections were not considered. The inclusion or deletion of a clause was considered to be a change.

2. Did the change alter the relationships between the parties?

The clauses were divided into two groups, those in which there were apparent changes in the relationship between the parties and those in which there were no apparent changes in the relationships between the parties.

3. The clauses in which there were apparent changes in the relationships between the parties were divided into two classifications, those which resulted in an apparent increase in the control of the school board over its employees and those which resulted in a decrease in the control of the school board over its employees.

Perceptions of School Board Negotiators

Where the investigator determined that a change in the balance of power was apparent in the clauses studied, the school board negotiator was interviewed. As can be seen from the questions in the interview guide (Appendix A) the negotiator was asked to explain the reasons for the change in each of the contract clauses. Negotiators were asked to describe any evidence that supported their opinion that a change in the balance of power had or had not occurred. Information about the way in which the change in the clause came about was requested from the negotiator. The information was summarized for presentation.

Data Analysis

The clauses selected from the districts included in the study were compared from contract-to-contract. The shifts in the balance of power between the school board and the teacher union, as reflected in the selected clauses, were determined. The changes in clauses were summarized in tables for each district, and the clauses which were changed are described. The changed clauses are also presented in tables which summarize the changes made in each of the types of clauses included in the study. The context within which the changes were

made are discussed in a separate chapter. The interviews with the school board negotiators were summarized and a summary of the reasons for changes is presented in a table.

Organization of the Study

Chapter I contains an overview of the study including the statement of the problem, definitions, and procedures. Chapter II is a review of the literature. Chapter III contains a presentation of changes in contract clauses organized by districts and by clauses. Chapter IV contains the views of the school board negotiators as reflected in the interviews. Chapter V contains the summary, conclusions, and discussion of the study. Appendices include the interview guide used with negotiators and profiles of the districts included in the study.

CHAPTER II

REVIEW OF THE LITERATURE

The body of literature on the subject of collective bargaining is large. Authors have approached the subject from the perspectives of the management and the union, and from the public and private sector viewpoints. Because of the large body of writing available it was necessary to delimit the literature review for the investigation. The review is confined to those writings about collective bargaining which refer to the public school system. Further, the review is confined to empirical studies listed in Dissertation Abstracts International, material listed in ERIC Research in Education, articles listed in ERIC Current Index to Journals in Education, and published works found in the University of Florida library. The review is organized in the following sections: Balance of Power, Contract Language, Dues Deduction, Grievance Definition, Union Use of School Facilities and Services, Reduction in Force, Extra-duty Assignment, and Management Rights. A summary concludes the chapter.

Balance of Power

Higgenbotham, in a paper presented to the 1975 annual convention of the American Association of School Administrators, drew attention to the three main goals of teacher unions: "MORE power, MORE money, and MORE time away from classroom teaching" (p. 7). Higgenbotham stated:

If you accept the principle that negotiations is an adversary process between two powers, you should also accept the fact that there has to be a "balance of power" between the adversaries (School Board and Union). (p. 1)

Kilgras (1973) said that bargaining is a power relationship reflected in the ability of one party to make the other party move toward a position on an issue and to accept agreement of terms proposed by the party seeking the movement. Although bargaining power is usually an economic force, it can include political, sociological, economic, and psychological pressures (p. 3).

In 1967 Metzler noted that collective bargaining was, in part, a reaction by organized employees against the unilateral exercises of power by school boards. Metzler predicted that the future would bring a shift from unilateral decision making toward the sharing of policy-making authority (p. 34).

Fay (1976) in a paper presented at an American Educational Research Association Symposium on Collective Bargaining, reviewed the search for power by the Los Angeles teachers. Fay stated:

Teachers want power to change the balance of power to deal with more than wages, hours, and working conditions. Teachers, more than ever, are being held accountable for the product, but have little control over the resources that are applied to the educational program. No other group of professionals in our society is held accountable for socio-economic conditions which many of you know have an intimate effect on students' learning conditions and abilities; yet teachers are, and they have no power as to the allocation of resources. Productivity depends on resource allocation, and accountability stems from all this.

Thus, to change the power balance, teachers have finally adopted the labor model of acquiring this power through the peaceful means of collective bargaining. (pp. 1 - 2)

Pierce (1976) reported on a study done in the Tacoma, Washington, school system on the relationships between the school board and the teacher union. Pierce concluded:

The partisan interests and consequent actions of the teachers association and of the school system have not generated acute polarization and hostile adversary relationships. Rather, interdependence exists between the partisan interests. (p. 7)

Power-equalization between the organizations may progress, leading to capability of the teachers' association to raise broader issues to negotiation, opening avenues to change. The crystallization and formalization of issues, coupled with increased demands upon management information systems for developing alternatives and for supporting the organization's position (including challenging the other organization's position), may reduce looseness in managerial practices and promote analytic orientation and behavior. Prevailing norms (e.g., conflict-avoidance) may be displaced. Role redefinitions may follow; the work and authority of the principalship position, for example, may take on more limited managerial and clerical functions and shed some instructional and supervisory functions. Over time such development could generate substantial changes in the character of the school system. (p. 8)

Cheng (1976) traced the development of union power as a reaction to administrative control of the schools. Cheng saw the emergence of teacher unions as a direct challenge to the administrative specialists which were making educational policy. The decisions previously made only by administrators, according to Cheng, were now being made jointly by a small group of administrators collectively bargaining with an equally small group of teachers. The balance of power thus had shifted, but was still only exercised by a limited number of individuals.

The Civil Service Commission distributed a manual in 1975 which noted a major change in the traditional role exercised by management.

As soon as there is an exclusively recognized union, decisions regarding personnel policies, practices and working conditions may no longer be made unilaterally by top management. At a minimum, management must consult with the union. Often it must negotiate. No longer can top management alone make such decisions; not even if it bases its decision on what it thinks the workers want or on what it thinks is best for the workers. Bilateralism means an end to such paternalism however well-intentioned. Workers, through their exclusive labor representatives, now have a right to share in decision-making. (RN I-4, p. 2)

A 1967 study of collective bargaining by Hopkins found no evidence to support the idea that as the bargaining process continues, parties move from a power-confrontation orientation toward responsibility-sharing in the bargaining process. Hopkins noted a trend toward negotiations in areas of teacher responsibility, assignment, transfer, and dismissal.

A 1969 study by Karan reported that teacher unions in New York were able to achieve many of their demands during the first year of bargaining, "but the ultimate goal of sharing in deciding educational policy matters is far from being achieved" (p. 929A). Karan predicted that this issue would continue to cause difficulty in future bargaining.

Schoppmayer and Van Patten (1976-1977) wrote that collective bargaining was one of the responses being made to the question of who should control education. They disagreed, however, with many writers who stress the power-sharing nature of collective bargaining. These authors said that:

Collective negotiations in many instances take control of curriculum, methods, and aims out of the hands of those teachers and administrators most qualified to deal with them, and place them in the hands of professional horse traders. Lacking ethical commitment to service for students, these individuals, frequently, work only for money like a prostitute. Clever manipulation of language to achieve bargaining positions, becomes an end in itself and perpetuates a new and growing bureaucracy. Such a bureaucracy feeding on itself places heavy weights on the shoulders of overburdened teachers, infringing on their professional rights and responsibilities. Collective negotiations - in the degree to which it superimposes external authority on the teaching profession, takes decision making powers from hands of professionals, and places it in external sources of control - merely reinforces the top-down model of authority. This simple but efficient model precludes participatory models of control. (p. 355)

Giandomenico (1973) indicated that collective bargaining could be a tool for removing obstacles for need fulfillment among teachers. Collective bargaining would foster growth and development among teachers as they exercised discretion in a modified organization.

Kimbrough and Nunnery (1976) wrote:

Given that the growth of the movement in education was accompanied by numerous other economic, social, and political trends, it is impossible to identify changes in education that can be attributed directly to collective bargaining. However, the past two decades have seen shifts in power balances in many school districts, the policy-making power of school boards and the decision-making prerogatives of administrators have been limited, there have been changes in the relationships between teachers and administrators, and the image of teachers has been altered. Common sense suggests that collective bargaining movement has been a contributing force in regard to these changes. (p. 414)

Abel (1977) studied the development of collective bargaining in the Flint, Michigan, school district. Among the conclusions drawn from the study was the following:

Teacher's drive for collective bargaining in the Flint schools was an outgrowth of the national movement of teachers to better their economic status and assume some voice in policy-making. (p. 5808A)

Benson (1970) discussed the issue of unions seeking to increase their power through the collective bargaining process and the influence of the union power on the role of the school principal. The faculty union, acting as a pressure group, challenged administrative procedures and policies and was demanding involvement, through the collective bargaining process, in the formulation of the policies and procedures. The principal's authority, as a result, was diminished (p. 1). In another study about the role of administrators before and after the onset of collective bargaining, McNeill (1977) found that the principals he surveyed did not feel that specific provisions in collective bargaining contracts prevented their being effective in their role.

In a 1978 study, Carlson found that the balance of power in two rural Minnesota school districts did not change significantly. The existing social structure moved to control the new forces represented by the teacher union. In a larger district, Carlson found that the educational bureaucracy moved toward sharing of decision making and power in the early years of collective bargaining. Later, the larger districts returned to heirarchical control. The Minneapolis school district teacher union worked within the existing bureaucratic structure to influence decisions.

Mason (1977) studied the collective bargaining process in California and concluded that a lack of awareness of the potential of collective bargaining prevented teachers from fully exercising their power in the school systems. Mason also found that in school districts where teachers were collectively bargaining with the school boards, the teachers had significantly more power than where collective bargaining was not practiced.

In a 1977 study for the North Central Association of Administrators, Nighswander found that administrators perceived far more negative results from collective bargaining than positive results (p. 22) Nighswander found that most administrators felt their institutions were weakened in the areas of community support of education, staff morale, intra-staff communications, and public relations (p. 7). The decision-making roles of administrators in all types of personnel matters and budgeting were seen as being significantly weakened by collective bargaining (p. 11).

The scope of bargaining, or the issues which are included in the bargained contracts, is part of the question of power. As the teacher unions become more powerful, more areas are included in the contract. Ackerly and Johnson (1969) stated, "Issues not related to employee welfare but involving school and educational policies are not proper subjects for bargaining" (p. 9). The writers advocated strict limitations on items lumped into the catch-all of "conditions of employment," a term which could be interpreted broadly by teacher union bargaining teams (pp. 9 - 11). Babineau (1977) found a lack of agreement in contracts studied from Pennsylvania school districts about the proper scope of bargaining.

French (1977) said that one result of the passage of professional negotiations legislation in Oklahoma was the tendency for teachers to try to bargain policy matters.

No longer is the teacher union satisfied to talk about salary and related fringe benefits. Policy matters are being negotiated each and every year and this poses a problem.

It has previously been assumed that a negotiations package is effective for a one-year period only. Policy matters, however, are being negotiated in anticipation of the continuing effectiveness of any policy item so negotiated. For example, recently, a staff reduction policy was negotiated and eventually resolved after impasse. There was no question that the policy was intended to be a continuing one, particularly since both sides anticipated that the policy would never have to be implemented. (p. 89).

Neiner (1972) studied the scope of bargaining and found that teachers, administrators, and school board members have significantly different perceptions as to the bargainability of subjects. The groups were each questioned about perceptions concerning the non-monetary issues which were apparent areas of disagreement between the groups.

In his study of items which teachers felt should be included in collective bargaining discussions, Wertz (1971) found that teachers perceived monetary items as being proper subjects of negotiations. Non-monetary items, according to his survey, were best solved when teachers and administrators entered into dialogue about solving the problem.

Collins (1977) found no significant relationships between the scope of negotiations as perceived by the union members and the scope of negotiations as perceived by management in a study of overseas education. Collins concluded that the issue of scope negotiations should be settled by the negotiations which lead up to a collectively bargained agreement.

Kalish (1968) found little agreement between the laws governing education and the scope of items collectively bargained. There did appear, according to Kalish, to be a relationship between the number of years collectively bargained agreements had been being negotiated and the number of items that were negotiated.

Lathrop (1978) found the following:

Regardless of geographical location or student enrollment, teacher and board responses indicated that the negotiation areas of Negotiations Procedures, District's Rights, Organizational Rights, Grievance Process, Teacher Assignments, and Time, Curriculum, Teacher's Leaves, Fringe Benefits, and Teacher Compensations were considered negotiable by both teachers and board members. However, there were specific items in many of these areas that were considered not negotiable by one group or the other. The general area of Policies for School Operations was the only area that was considered negotiable by teachers and not negotiable by board members. (p. 6439A)

The question of scope in Indiana contracts was discussed by Munsterman and Nasstrom (1976). The Indiana law provided for bargaining on matters of wages, hours, and salary but limited conditions of

employment to discussion. According to Munsterman and Nasstrom the distinction was not accepted by teacher unions who strongly lobbied for a broader scope of bargainable areas. At that time, attempts were being made to require open-scope bargaining through legislative action (pp. 2 - 3).

Nolte (1968) said teachers, particularly in states with collective bargaining laws, were able to go far beyond the private sector in scope of bargaining. The states of Michigan and Rhode Island, used as examples by Nolte, permitted teachers to negotiate on all matters of concern to teachers (p. 43).

In summary, the balance of power between the school board and the teacher union appeared to be an issue of concern to all parties who had written about negotiations. This balance appears to shift, although one of the conclusions drawn by some writers was that the shifts had been less than expected or desired by advocates of the bargaining process. Wildman (1967) stated the relationship between the issues bargained and power when he said that

Boards must recognize the perhaps unpalatable fact that the internal politics of any union engaged in collective bargaining demands that the employee organization continuously expand the scope of issues on which it attempts to take action. Moreover, it seems clear that the lack of definitive legislative and judicial guidelines and precedents on bargainable subject matter in education will make it much more difficult for boards to resist the rapid proliferation of issues which will become fair game for the power plays and stresses and strains of collective negotiations. (p. 10)

Contract Language

Elam, Lieberman, and Moskow (1967) excerpted a statement made in a publication of the American Association of School Administrators

and said that it was advisable to reduce the agreement between the school board and the teacher union to writing.

One of the fundamental principles of effective school personnel administration is that policies should be in writing, widely disseminated, and where appropriate, officially adopted by boards of education. These principles are equally pertinent in the area of collective negotiation. There are obvious advantages to be gained from putting agreements in writing; a written agreement clarifies the roles and relationships of all those involved in the negotiations process; it clearly outlines procedures to be followed; it sets out the responsibilities of the various parties; it avoids, insofar as possible, the likelihood of future misunderstanding on the part of individuals who may not have had a part in the original development of the procedure. As a result, a written negotiation agreement will greatly enhance the smooth and efficient operation of the schools.

Sound written negotiation agreements will serve as an excellent foundation for the development of personnel policies. In view of the advantages to be gained from their adoption and the ever-mounting pressures being exerted for the development of appropriate formalized negotiation procedures, it is recommended that all school districts cooperatively develop and adopt written negotiation agreements appropriate to their own unique local circumstances. (p. 205)

Walter (1975) said that contracts are the physical product of the negotiations process. The contract may be simple or complex, may cover a few issues or many topics, but must reflect the understandings reached by the negotiators (pp. 88 - 90).

Metzler (1967) said the first contract signed by the parties was the most critical. The questions to be asked about any contract are: (1) Does the contract provide procedures that help or hinder the relationships between the board and the staff? (2) Does the contract clearly identify items of disagreement which are to be turned over to an arbitrator? (3) Is the contract a cohesive document? and (4) Does the contract remove from the board rights and powers it must retain? (pp. 36 - 37).

Lifton stressed the importance of good contract language. In a 1976 paper he said that

"You get what you write." It's not very elegant but is very important because the contract is what all of the noise, shouting, confusion, and unhappiness is all about. The object of the collective bargaining is to obtain an agreement, and the agreement is what you are going to live with. Everything else pales into insignificance, for it doesn't matter so much how you get there as to what you end up with. (p. 33)

Lifton added that the contract must be viewed as a whole and read in context (p. 42).

The National Education Association (1969) said that the contract would be written in such a way that it would meet all the teachers' needs if the board accepted it in its entirety (p. 17). The NEA also said,

The proposal must be worded so that it communicates the same thoughts to all readers. A well written contract or policy will greatly reduce the number of disputes which may arise when it is implemented.

Clarity is a "must." Simplicity is a virtue. More grievances arise from differences over the interpretation of unclear provisions of a contract than over blatant violations of its clear provisions. Undefined terms and vague references should be clarified or restated. (p. 18)

The language of the contract can reveal the relationships between the parties. Miller and Zanoft (1969) reported that a comparison of contracts between New York and Chicago showed that

The prevailing relationship between teachers and their superiors in the Detroit school system was one much more closely approaching mutual trust and cooperation than the relationship of the New York staff and their superiors. This difference was confirmed by the very nature of the agreements. The New York contract was seen to be extremely specific and legalistic, with all procedures for securing the goals sought spelled out in the utmost detail. The Detroit Agreement, on the other hand, was couched in terms of goals with provision for joint committees to work out ways and means and to iron out differences of opinion. The grievance machinery in the agreements reflects this difference. (p. 146)

Castetter (1976) wrote:

The agreement arrived at by the school system and the personnel negotiating unit stipulates in writing the nature of the relationship that will exist between the two parties for a specified period of time. The composition of the agreement generally consists of four functional categories, each one of which has a specific purpose: (1) security or rights of both parties, (2) compensation and working conditions, (3) individual security, and (4) administration of the agreement. (p. 408)

Kilgras (1973) warned that written contracts reduce flexibility of action on the part of the board (pp. 3 - 4). The reduction is cumulative. A 1976 study by McCarty found that contracts changed over time with greater restrictions placed on board action as succeeding contracts were signed. The extent of coverage for each contract was greater, and a greater specificity of language was observed.

Dues Deduction

The Florida Public Employee Relations Act established the right of unions in Florida to dues deduction. The dues deduction process, however, is regarded by some writers as a negotiable privilege. A study of contracts in community colleges and universities done in 1974 by the National Center for the Study of Collective Bargaining in Education found that in 39 of 92 contracts reviewed, there was neither a dues deduction clause nor a union security clause.

The National Association of Manufacturers (1967) listed dues checkoff (deductions) as one of the ways the union provides security for itself as an organization. The publication contained a recommendation that checkoff be limited to union dues and initiation fees which had been authorized in writing by the employee (p. 27).

The New York State School Board Association (1972) recommended that, where dues deduction was conceded during bargaining, school boards send only one check to the union. The deduction should not be sent to the various affiliated organizations individually, a procedure which would require both time and money (p. 14).

Werne (1974) said that one of the most important rights the union can have is the right to receive the dues payments of its members through a payroll deduction program administered by the employer (p. 143). This program has problems. Werne noted that only the exclusive bargaining agent was eligible to use dues checkoff in some areas. A New York Supreme Court ruling held that only the representative union could apply for and have deductions made. The Wisconsin Supreme Court ruled that an employee could request deductions for any union (pp. 144 - 145). Florida law required dues deduction but limited the privilege to the certified bargaining union.

Evans, Knox, and Wiedenman (1978) reported that a very high percentage of questionnaire respondents indicated that dues checkoff was a part of their union contracts. Most respondents who did not have dues deductions at the time the survey was made indicated that they felt the clause would be added to their contracts by 1981 (pp. 34 - 35).

Gilroy, Sinicropi, Stone, and Urich (1969) said that dues deduction was a common request of the teachers in bargaining contracts. The union used the procedure as a way of establishing financial security as an organization (p. 82). Gilroy et al. said:

There are several reasons teacher organizations request this procedure. First, the expense of collecting membership dues is transferred to the administrative offices. Second, collecting dues directly from each teacher is often a difficult task. Third, it avoids the problem of having to collect back dues

from teachers in good standing in the organization. Often, this situation proves embarrassing to the membership ranks, especially when back dues accumulate to a large amount of money. (p. 82)

Andrews (1969) studied a sample of agreements from all those negotiated between school boards and teacher unions. The dues deduction clause was the most often found organizational security clause. Heldman and Reimer (1969) listed dues checkoff among the most significant demands made by teachers of school boards (p. 5). The demand for contractually guaranteed dues deduction was made even in areas where the law provided for dues deduction outside of collectively bargained contracts, according to Lieberman (1979), who cited California as one of the states with statutes permitting dues deduction but where unions were demanding the inclusion of the dues deduction clause in the negotiated contract.

The National Association of Manufacturers (1967) listed a number of concerns that should be included in a negotiated dues deduction clause. They included: compliance with the law, indemnity provisions for the company, revocability of authorization, cost of administration, and the provision of lists of employees to the union (pp. 27 - 28).

Grievance Definition

The definition of a grievance varies according to the viewpoint of the writer. Metzler (1975) wrote the following:

There are any number of abstract grievances. But in actual practice, a grievance is only that which is precisely defined as a grievance within each contract. Such a definition can be as all-inclusive or exclusive as the two parties want. . . . From the employer's point of view, the better definition is a statement that a grievance is a claim by an employee that he has suffered

harm or injury by the interpretation, application or violation of the terms of the agreement. This definition limits the grievance strictly to the terms of the agreement. At the other extreme, is a clause which, in effect, defines a grievance as something which, by its removal, makes somebody feel better. (pp. 60 - 61)

Leslie, in a 1975 study, reported that collective bargaining had formalized the conflict resolution mechanisms. Among the conclusions listed were a series of comparisons between grievance procedures in contract and non-contract situations. Leslie noted that the contract governed grievance procedures tended to be (a) more restrictive as to the kinds of issues that can be handled, (b) inclusive of union as well as individual rights, (c) composed of more steps, (d) designed to end with binding arbitration, (e) more involved with faculty review of the grievance, and (f) tighter and more specific in terms of time lines, procedures, and other details (pp. 1 - 2).

Cook, in a 1974 study of the scope and nature of grievances in California, said:

Well-designed and implemented grievance procedures perform positive and constructive functions in California School Districts. Abuses and misuse of grievance procedures may stem from weak grievance procedures, weak and difficult to administer procedures and policies which are subject to legitimate grievance, or both . . . Districts contemplating adoption or districts evaluating grievance procedures already adopted, should give attention to careful definition and delineation of grievance eligibility to assure positive and constructive use and to prevent abuse and misuse. (p. 121A)

Neal (1971) characterized the grievance definition as the most crucial decision in collective bargaining. Neal recommended using a grievance definition that restricted the procedure to use only in matters pertaining to the negotiated contract (p. 6). Neal said:

Definitions of grievance that make every rule, policy, regulation subject to a grievance are unacceptable. . . . The definition of grievance becomes extremely important in view of the teachers'

proposal for binding arbitration of grievances. Binding arbitration of a grievance arising due to alleged misapplication of the contract may have some merit. However, binding arbitration of a grievance over rule, regulation, policy, etc., is completely unacceptable. (p. 7)

In 1977 editors of the NAEN Bulletin (the official journal of the National Association of Educational Negotiators) said that the limitation of the scope of the grievance procedure should be a specific clause of the collectively bargained contract. The editors of the Bulletin suggested that the definition of a grievance be limited to only those items for which no statutory remedy was available. This type of limitation would restrict the grievance definition to the extent that many of the items found in the usual contracts between school boards and teacher unions would fall outside of the grievance procedure.

The majority of the writers in the field of collective bargaining agree that grievances should be limited. Koerner and Parker (1969) said:

By most dictionaries, grievance is a wrong or complaint. About that you won't have much argument or discussion. What you need to spell out rather carefully, however, is the source or basis of the wrong or of the complaint.

Be specific. Determine at the outset whether grievance includes complaints against the written contract only, whether it covers written policies not in the contract, or whether it includes customs and policies of practice. Whatever the case, it must be referred to specifically in the grievance article.

The best grievance procedure, in the opinion of the authors, is one that applies only to items in the negotiated contract. Indeed the grievance procedure is part of the contract and should not be extended beyond the contract. (p. 23)

Lieberman (1975) noted that there were at least two types of grievance definitions. One type would permit the teachers to file a grievance if they felt the contract had been violated or if its terms had been applied in an inequitable or discriminatory manner. The other type of definition would permit filing grievances against alleged

violations of employment conditions not contained in the contract. In another article, Lieberman (1969) said the best definition for grievance was "a violation of this agreement."

Glime (1972) warned against defining the grievance in such a way as would include laws and policy. Kramer (1971) noted that the New York City contract with the American Federation of Teachers defined a grievance as a violation of the agreement and any act or condition contrary to established policy or practice which resulted in unfair treatment of the employees.

The Connecticut School Development Council (1967) published a bulletin which contained the following:

Grievance has two definitions. It is either an event or a condition which affects the welfare or the conditions of employment of a teacher or a group of teachers or the interpretation, meaning, or application of any of the provisions of the agreement. The second definition of grievance is that it is a complaint by an employee that his rights under the specific language of the agreement have been violated or that as to him there is a misinterpretation or misapplication of the specific provisions of the agreement. (p. 17)

The Connecticut School Development Council went on to say:

Grievance procedures provide for an informal yet orderly process for resolving differences of opinion in abiding by the agreement. Such differences create an aggrieved person who is defined as an individual or group of individuals who allege that a grievance does exist and a grieved person who is defined as an individual or group of individuals who are alleged to be the cause of, or who have committed a grievance. (p. 17)

Halloran (1976), in a booklet written for the membership of the Alaska School Board Association, said:

Every negotiated package must define grievances, or disagreements in which one person feels that he or she had been wronged, and provide a process, or grievance procedure for the fair treatment of the person who feels he or she has been wronged according to the negotiated definition of grievance. (p. 42)

In the glossary, however, Halloran defined a grievance as

A complaint that occurs when an employee alleges a violation of a negotiated agreement, school board policy, Department of Education Regulations, state law or established employment practices.
(p. 45)

Flygare (1977) defined the grievance as a way for teachers to enforce the provisions of the contract once it has been ratified. The grievance procedure was developed to provide an easier, less costly way of settling breach of contract disputes than litigation (p. 44). Flygare noted that grievance procedures are a positive element in the administration of schools because they reduce the feelings of discord which result from inattention to teacher's problems while letting teachers know that legitimate complaints can be dealt with in an equitable manner (p. 46).

The National Education Association (1971) noted that "In the simplest terms, a grievance is a claim that the employment contract has been violated" (p. 4). The publication contained the following statement:

Grievances are frequently defined as any dissatisfaction of an employee. In this publication, we will define a grievance more narrowly as a specific claim of a violation of the rights of employment, allegedly caused by misinterpretation or inequitable application of established policy or the terms of the group contract. (p. 4)

Corrigan (1969) defined a grievance as a complaint by either a teacher or administrator that one or the other has been treated unfairly in a matter which is apparently covered by the contract (p. 182). Corrigan listed examples of applications of the grievance procedure. Among the examples were a teacher who feels a new assignment warrants a higher pay rate, a teacher who feels unfairly passed over in promotion, a teacher who feels he is always given the worst class, and a teacher who feels unfairly disciplined (pp. 182 - 183).

Metzler (1967) wrote that grievance should be defined in the contract in such a way as to make its use an exclusive remedy for negotiations of the terms and conditions of the contract (p. 48). Another provision Metzler said should be placed in the grievance definition is a provision which would deny the use of the procedure to non-tenured teachers in non-renewal cases (pp. 48 - 49).

Sanner (1975) studied 104 arbitration decisions and concluded that a grievance definition should be carefully written and restricted to the terms and conditions of a written contract. One practice that Sanner said should be avoided was the inclusion of a maintenance of standards clause in the contract. Such a clause, according to Sanner, broadened the definition of a grievance in such a way as to make the changing of any term or condition of employment which existed prior to the ratification of the contract subject to a grievance and would permit an employee to file a grievance even if a condition of employment had been negotiated out of the contract.

The National Association of Manufacturers' (1967) checklist for contracts included this question: "Are formal grievances limited to alleged violations of specific terms of the contract?" (p. 31). The New York School Boards Association (1972) recommended that grievances be defined as "the complaint by an employee of an alleged violation of any of the terms and conditions of an agreement between an employer and its employees" (p. 17).

Eisenhower (1976), in a paper presented to the American Association of School Administrators, said that many of the problems which are processed as grievances would be better treated as complaints. The difference between grievances and complaints was the relationship to

the negotiated contract. Grievances are covered by the contract: complaints are not covered by the contract (p. 11). Eisenhower also noted that a grievance procedure would assure employees they would be treated fairly and without reprisal under the contract (p. 15).

Higgenbotham (1975) said "Boards should not permit employees to grieve just anything" (p. 6). Exempt from the grievance definition, Higgenbotham said, should be matters of dismissal of employees, discipline of strikers, terms of insurance, class size and management rights (p. 6).

Gardner (1976) noted that a definition of grievance which limits the procedure to contract disputes is preferable to management (p. 8). In 1975, Gardner said that some grievances were clearly violations of the contract while others were difficult to deal with because they were concerned with interpretation of the language of the contract. Gardner suggested using a definition of grievance which restricted the parties to the contract.

Goodwin (1977) called grievance procedures "exceedingly explicit compliance rules" (p. 2). Goodwin also said that the procedure was less important than that which could be grieved. Unless specifically exempted, every requirement in a contract is subject to the grievance procedure. If the definition of grievance includes policy, the union has an instrument of power in enforcing compliance in the performance of rules (p. 2).

Elkouri and Elkouri (1973) said:

What is a grievance? Comprehensively, it is that which the parties to a particular collective agreement say it is. Such a definition, of course, does no more than apprise one of the fact that labor relations authorities disagree widely as to the precise meaning of the term and that collective agreements reflect this lack of accord.

The term connotes conflict and irritation, and thus could be defined as any "gripe" or any type of complaint by an employee or a union against the employer or by an employer against his employee or the union. It is generally understood, however, that disputes involving demands for changes in the terms of a collective bargaining agreement (interests' disputes) and disputes arising out of representation issues are not grievances. (p. 109)

Lieberman and Moskow (1966) indicated that grievances could be defined as a violation or misinterpretation of the contract. They also included as grievances the borderline cases which are filed to determine if a particular situation is covered by the contract. Such grievances may be resolved by lawsuit or by arbitration (p. 347).

Burroughs (1975) studied contracts in Illinois. Of the 325 districts with negotiated contracts, 172 had clauses which pertained to a grievance procedure. Sixty contracts provided for binding arbitration of the grievance. Nine districts included policies in the definition of grievance. Larger school districts (above 2500 pupils) were more likely to include grievance procedures in a contract. In another study, Graham (1977) found 22 of 30 school districts in Indiana, which had negotiated contracts, had included grievance procedures in those contracts.

In another study, Ream and Walker (1967) found that many school districts with grievance procedures did not define a grievance. Over 81% of the districts they studied permitted an unrestricted application of the procedure, either through a broadly written definition or through the lack of a definition (p. 12).

Scott (1975) studied grievance procedures in Arizona. Of the 40 districts with formal grievance procedures, only 5% met all of the criteria for such procedures as recommended by the experts surveyed. Smith (1973) studied contracts in northeastern Illinois and found

that 40% of the contracts included restrictive grievance definitions. Smith found some agreement among management representatives and teacher organization representatives that restrictive definitions were better than broad definitions. Williams (1977) reported that the Los Angeles schools used a restricted definition of a grievance. Williams concluded the definition was too restrictive and should be broadened to permit the processing of general (non-contractual) grievances at the informal level.

Not all of the writers recommended a limited grievance definition. Dubel (1969) suggested in a paper read to the American Association of School Administrators, that a broad definition of grievance was preferable. Dubel included redress from a misinterpretation or misapplication of state laws, school board policies, administrative rules, and general regulations in the grievance definition he recommended (p. 3).

Kleinman (1968) said that the grievance procedure must be one that enables teachers to express a complaint about established school board policy or a written agreement without fear of reprisal (p. 2). Nolte (1970) wrote that the grievance procedure helped to maintain a proper balance between protecting the authority of a principal or administrator while preventing the abuse of that authority (p. 38).

In a 1975 paper, Furniss offered these areas for grievance: error in an institution's policy, the lack of policy on an issue, errors in the procedure for carrying out the provisions of a policy, or the administration of a policy. Furniss noted that the majority of the grievance issues were those which pertained to the non-renewal of employees (p. 5).

Munnelly (1971) implied a broad definition of grievance when he noted that a grievance would show in which areas the contract was silent and additional language was needed. Munnelly stated that a grievance procedure was one of the ways in which poor contractual language could be clarified.

Davey (1972) took the position that the grievance definition should be so broad as to include any complaint by an employee. However, Davey recommended restricting the arbitration step so that only those grievances which raise an issue of contract interpretation or application could be appealed (p. 143). Davey stated that a management which would only listen to the contract related dispute was prerogative-conscious (p. 144).

Gilroy, Sinicropi, Stone, and Urlich (1969) defined a grievance as "a contract violation, misinterpretation, violation of law, or a violation of established school policy or practice" (p. 45). The American Association of School Administrators (1968) said that there is a difference between a complaint and a grievance. The complaint was defined as a problem or difference of opinion between two persons which could be resolved informally, generally at the school level. A grievance was defined as a complaint that has intensified to the point that it must be resolved at a higher organizational level (p. 66).

Stinnett, Kleinmann, and Ware (1966) writing for the National Education Association, used a broad definition of grievance. They said:

A grievance may be defined as a claim based on an event or condition under which an employee works, allegedly caused by misinterpretation or inequitable application of established policy. Professional negotiation is the process by which such policy is formulated and established. A grievance policy, then, is a most necessary concomitant of any negotiation

procedure, since it provides for the democratic adjudication of any questions or alleged injustice to an individual or group arising from the interpretation and application of policy or from the day-to-day management of school affairs. (pp. 170 - 171)

In a 1977 study, Bakove found that there was little increase in the number of grievances filed in Philadelphia under the broad definition of a grievance when compared to the number filed under a narrow definition which existed previously. Bakove found that few grievances were filed against policy matters during the period reported in the study.

Evans, Knox, and Wiedenman (1978) found that 6% of the negotiated contracts they studied did not have a formal grievance procedure. In the same study 37% of the districts were reported as not having an informal complaint procedure. Complaint procedures were viewed as less effective than grievance procedures in resolution of disputes. The study used information from a questionnaire completed by members of the American Association of School Personnel Administrators (pp. 38 - 43).

The definition of a grievance varied according to the viewpoint of the writer. The management writers generally proposed restricted definitions, limited to the contract document, while writers who were union oriented described the grievance as any type of complaint the employee had against the employer. Most of the writers, regardless of orientation, agreed that a grievance was locally defined and would either restrict the opportunities or expand the opportunities of the employee to use the grievance procedure according to the scope of the definition.

Union Use of School Facilities and Services

Lieberman (1971) wrote that the granting to an organization the right to exclusive use of the school facilities and services was a problem in public sector bargaining. While it would appear that the private sector could permit union security in these areas or reject clauses that provided the union with support as they saw fit, the fact that the public sector union wants exclusive use of publicly-owned facilities is troublesome.

Illuzzi (1976) studied contracts in the Buffalo area of New York state and noted that association rights were a high priority with teacher associations. Mannos (1976) said that the use of school facilities and equipment "smacks" of an industrial-type union agreement (p. 8). Mannos, however, was in the minority of the writers in his position.

The New York State School Boards Association (1972) was explicit in describing the responsibility of the school board in responding to demands by the unions for the use of publicly-owned facilities.

Clauses which allow employee organizations to use school property are illegal under Article VIII, section I of the New York State Constitution, which bars gifts of public money or property to private parties. The specific property mentioned in these clauses is not exclusive. For example, the employees may ask to use, at school district expense: telephones; food storage and preparation facilities in a school cafeteria; recreational facilities and equipment, such as a gymnasium; and classrooms for association meetings. . . . School boards should not grant demands by employees for use of school property. (p. 13)

Metzler (1967) also discussed the right of an employee organization to the use of the facilities. Metzler suggested that boards decide what use of bulletin boards, internal communication systems, and building access would be permitted and to then clearly state those

restrictions in the negotiated agreement (p. 49). In 1975 Metzler cautioned against removing the right of the principal to control the use of the facility in the name of the school board (p. 46).

Goodwin (1977), writing on union rights, said that unions have been given: rights to purchase materials and supplies, use of space and equipment (whether free or at cost), union meeting space, private office space for union business (generally without cost to the union), use of bulletin boards, and mail service. A few of the contracts that Goodwin reviewed permitted the board to cancel such union privileges unilaterally.

The Civil Service Commission (1975) issued a manual for its managers which included this statement:

Management has the right and indeed the responsibility to monitor the use of official time in connection with representational activities of union representatives As in the case of official time, the installation should periodically monitor the use of its facilities by labor organizations to insure itself that the union is using facilities for the purpose(s) intended by the parties. If the parties negotiate use of agency facilities (office space, mail service, telephone service, meeting rooms, etc.) by unions, it is advisable for the parties to have a clear and concise understanding of the use of which the activity facilities are to be put by the union Ideally, when use of official time or agency facilities are agreed upon, the parties should reduce this to writing in their basic agreement, clearly outlining the rights and duties of union representatives and their responsibility in using official time or activity facilities in pursuit of the union's representational duties. (pp. RN VI-2)

Stinnett, Kleinmann, and Ware (1966) listed the following facilities which may be requested by the organization for conducting its affairs:

1. Use of school mail and bulletin boards for official organizational communications.
2. Opportunity to announce building membership meetings and matters under consideration at regularly scheduled faculty meetings.

3. Permission to use school facilities when not otherwise used for educational purposes for appropriate activities of the recognized association.
4. Reasonable access to teachers at their place of assignment when such access will not interfere with assigned duties of the teachers.
5. Listing in the school district's official directory of the address and telephone numbers of the association and its officers. (p. 72)

Werne (1974) stated that unions have a right to disseminate information to employees on the work premises. The use of bulletin boards, permitted under the contract, should be limited. Specific bulletin boards should be set aside for union use. Materials posted should pertain to official business or social affairs of the union. The management should retain the right to review all materials prior to posting (pp. 290 - 291).

Stessin and Smedresman (1976) said: "There is no duty on the part of management to furnish bulletin boards for use by the union or to allow their installation" (pp. 16 - 17). The writers noted, however, that where unions are permitted to use bulletin boards they can be restricted as to type of notice posted, the time it can remain on the bulletin board, and may charge a fee for the use of the space (pp. 18 - 19).

Walter (1975) listed the use of school facilities and services by the union as rights needed to insure the security of the organization. Included among those rights were bulletin boards, mail boxes, inter-school delivery, and the right to insert notices in daily school bulletins. Walter noted that these provisions would make it cheaper and easier for the union to do business (p. 89).

There appears to be agreement in the literature that certain facilities and services may be placed in the contract. Management

writers, however, generally caution negotiators to restrict these support activities where possible and to retain control over the physical plant and facilities.

Reduction-in-Force

Corrigan (1969) noted that there was a great deal of similarity between the idea of tenure in the public sector of collective bargaining and the concept of seniority in the private sector. Both tenure and seniority, said Corrigan, are so complex in theory that their significance is only describable in terms of the effect they produce. Seniority, according to Corrigan, determined layoff and recall, preference in vacation and work schedules, and promotion and demotion in the private sector. Similar meanings are being sought by public school teachers for tenure (p. 182).

Goodwin (1975) discussed a variety of kinds of non-renewal. Although the types of non-renewal differ, Goodwin said that all employees, regardless of tenure, have an expectation of continuing employment. Non-renewal, for whatever cause, must follow certain procedures which include notification, prior establishment of criteria, reasons for non-renewal given on request, a review by committee if appropriate, and hearing if requested. Goodwin noted that although when he wrote enrollments were increasing, the changing needs of departments within institutions made non-renewal and job security issues a major emphasis in collective bargaining (pp. 1 - 4).

Stessin and Smedresman (1976) said that layoffs are distasteful to both unions and management. Workers dislike the insecurity and management sees the layoff as an indication of a downturn in enterprise (p. 73).

Lieberman (1969) dealt with problems caused by seniority. At the time Lieberman wrote, the idea of layoffs was regarded as a minor problem for educators. In, 1972, Lieberman noted there had been a sharp increase in the number of contracts between teacher unions and school boards which contained procedures for the laying off and recall of teaching personnel. The clauses were negotiated as teachers became aware of the declining enrollments and the surplus of new teachers entering the job market. Lieberman wrote that both sides (teachers and school boards) generally preferred to use some type of seniority in determining who was to be laid-off. School boards, however, were more inclined to add other conditions in the selection. Among those noted by Lieberman were the requirement that teachers be laid-off based on qualifications (including actual experience in the specific field) and district-wide seniority.

Heldman and Reimer (1969) found tenure provisions to be among the most important demands in contracts they reviewed. Illuzzi (1975) said that job security provisions, along with salary, benefits, and working conditions were found in contracts he reviewed with the virtual exclusion of items pertaining to the instructional programs.

Hitzeman (1978) studied contracts in Northeastern Illinois. He concluded:

The majority of the superintendents and management team members stated that their boards had retained their statutory rights. Statements from superintendents and team members indicating at least a sharing of statutory rights, if not an abrogation, were predicated on the inclusion of mandated procedural language in the clauses. In spite of the mandated procedural steps that boards of education agreed to follow prior to assigning, transferring, dismissing, or reducing teachers, the final decision in all cases remained under the purview of the boards. By maintaining the ability to make all final decisions, all boards of education in the study retained and did not abrogate their statutory rights. (p. 572A)

Nolte (1976) listed a number of considerations that school boards should heed when preparing reduction-in-force procedures. The suggestions were: (1) set up the procedure before it is necessary to use it; (2) let natural attrition be the first step in the procedure; (3) publicize the intended actions to both the employees and the community; (4) stress the fact that the layoffs are due to financial difficulties; (5) be sure the procedure is non-discriminatory; and (6) after establishing a procedure, negotiate changes in the procedure with the union.

A 1971 staff article in Nation's Schools, entitled "Layoffs Worry School Administrators," contained the prediction that there would be layoffs at all levels of the educational system. Many of the urban districts, which had hired minority employees to solve administrative and disciplinary needs, would be required to terminate those employees first if the districts followed a last-hired first-hired policy. This would cause legal problems for districts operating under court-ordered hiring plans.

Masters (1975) stated that in the five years preceding his writing many teacher union contracts had been written which contained layoff and recall procedures. Masters noted that the oversupply of teachers, increased skill on the part of the public sector negotiators, and increase concerns for job security helped to bring about the thrust for layoff and recall procedures that he observed.

Lang noted in 1975 that layoffs due to shortage of funds or lack of work in a school district were proper. Friedman (1975) described the impact of a layoff of tenured personnel at Southern Illinois University. The Illinois Board of Higher Education mandated a reduction in budget. As a result Southern Illinois University terminated 104

faculty members, 28 of whom were tenured. Freidman discussed a suit filed by the University, the resignation of the president after extreme criticism by the Faculty Senate, the eventual placement in other positions of several of the terminated professors, and settlement by the Board of Trustees with all but one of the professors placed elsewhere in the University. Friedman concluded that the reduction-in-force was made to "show contempt for or hostility toward the Board of Higher Education and the planning mechanism it uses" (p. 465).

The Education Commission of the States in a 1977 report indicated that reduction-in-force was a major potential problem for school systems in the United States. One of the difficulties pointed out in the report was the effect that layoffs would have on minority rights or women's rights (pp. 28 & 29).

Krabbe (1978) studied reduction-in-force in Maryland school districts. He concluded:

The results of this research indicate that RIF is a reality and a concern of superintendents and principals. Furthermore, principals and superintendents see the concerns of RIF intensifying in the future. As a reflection of their concern for students and teachers, both superintendents and principals indicate that effect on educational program and staff morale rate heavily on their making of decisions concerning RIF. (p. 5163A)

Musto studied reduction-in-force in Michigan in 1973. Among the conclusions listed were the following:

The utilization of seniority to determine the order of layoffs resulting from staff reductions was noted in all twenty districts. The policies of all these districts also specified that the board of education has the prerogative to establish which areas of these cases reflected the degree of development and implementation of these policies.

The basic application of the system-wide seniority system for determining the order of layoffs was responsible for a major source of problem areas. The influence of the Michigan Education Association was a major factor in the development of policies. (p. 135A)

Nier (1978) studied a large comprehensive school which experienced a major reduction in personnel. Nier stated:

The study indicates that a viable reduction in force process must begin well before teachers are to be dismissed. Including representatives of the faculty in the planning process may be counterproductive, as it was in this study, exacerbating hostilities between faculty and board/administration rather than eliminating them. The study further indicates that it is crucial for boards of education to set general guidelines for reductions, that administrators collect relevant personnel and enrollment data, and that a clear-cut RIF is negotiated in the contract between teachers and the district. Legal problems of a RIF are complex, requiring the advice of legal counsel. A strict adherence to seniority in laying off teachers would appear to be the best way to avoid lawsuits. (p. 6449A)

Layoff and recall procedures, along with the issue of seniority or tenure, have become more important in the decade of the 1970's. The increased pressure from a variety of economic and social reasons has led to the inclusion of these clauses in teacher union contracts. The nature of the procedures and the extent to which school boards are able to determine the number and type of the workforce employed are indicators of the balance of power which exists between the parties to the contract.

Extra-Duty Assignments

Brandstetter (1971) found that principals felt the prerogatives which permitted them to assign teachers to extra-duty assignments were restricted when collective bargaining contracts were signed. The procedures which were implemented to comply with the negotiated contracts were reported as being significantly more restrictive on the

actions of the principal than were pre-contract school board policies requiring teachers to perform certain extra-duty assignments.

Metzler (1975) said that non-teaching duties were negotiable, but school boards should not concede to demands requiring the employment of additional personnel when they chose to release the teachers from a specific duty.

The school board should make every effort to retain the right of its administrators . . . to assign such duties and responsibilities to the teachers as they determine necessary to the efficient operation of the schools in order to accomplish the goal of the best education possible. (p. 50)

Mannos (1976) included authority to assign extra-curricular duties as one of the areas management should control. Mannos further recommended that restrictions on faculty meetings should be excluded from the contracts (pp. 6 - 10).

Heldman and Reimer (1969) stated that the extra duties performed by teachers at no cost to the school board (for example the chaperoning of students during after-school activities) as one of the most significant demands made of the teachers by the school boards (p. 5). They found that, in many of the districts included in their study, teachers were paid for activities such as chaperoning, class advisor, clubs class sponsor, student councils, yearbook advisor, school newspaper advisor, dramas, and senior trips (p. 12).

Staff writers for the Connecticut School Boards (1967) said:

Non-teaching duties are for the most part clerical. They include keeping daily attendance registers, cumulative record cards, duplicating materials, and collecting money. Agreements have eliminated these duties or have limited them. (p. 6)

In discussing the difficulty in dealing with the extra-duty issue, the same writers said:

This item is difficult to define because the responsibility of the teacher for the educational or social welfare of the pupils outside of the classroom but still within the confines of the school had not been determined. Neither has the school program been defined to determine what it includes. For example, we speak of extra-curricular activities and in discussing this item we say "extra-pay for extra work."

In teacher board agreements statements are found to the effect that teacher participation in extra-curricular activities for which there is no compensation shall be voluntary. At the same time when teachers do not volunteer they may be appointed by the administrator It is more or less agreed that in addition to the regular school program there will be such extra activities as athletics, band and/or orchestra, dramatics, debating, school publications, and clubs. When extra pay for extra work is given it is on the basis that time and responsibility transcend that expected in teaching and extra pay is in proportion to these factors. (p. 7)

Lieberman and Moskow (1966) said that teachers are concerned about extra-curricular activities and should be consulted about the inclusion of such activities in school programs (p. 228). Shils and Whittier (1968) listed as demands of both the National Education Association and the American Education Association the following:

1. Remove from each teacher the need to keep on-roll and official attendance records.
2. Take away the work of routine copying of student record cards, including report cards, test scores, and the clerical duties related to closing and opening school in June and September.
3. Provide teachers with increased clerical and secretarial assistance to release the teachers from the nonprofessional preparatory efforts in readying materials for instruction.
4. Teachers are now against sales, solicitations, and collections involving pupils. (p. 377)

Shils and Whittier also said that:

Teacher organizations want at least one period a day or more for preparation. They do not want to be pulled away from these periods because substitutes are not available to take classes for absent teachers Teacher organizations also want duty-free lunch periods, and relief from disciplinary assignments in hallways and lunchrooms, in the yard, and at bus stops. (pp. 337 - 338)

Perry and Wildman (1968) reviewed a number of contracts in which teachers were freed from non-academic duties. Such duties as money

collection, supervision of students, bus duty, test scoring, and keeping attendance registers were all listed in extra-duty clauses in various contracts. Limitations on faculty and other administratively called meetings were common. Another observation by Perry and Wildman was that there was a tendency to change the words "would be expected" to "will be asked" in reference to the performance of extra-duty assignments by teachers (pp. 103 - 110).

Andrews (1969) observed that the inclusion of contract clauses pertaining to non-teaching duties was more prevalent in school districts in states with collective bargaining statutes than in states which did not have such statutes. Bennerotte (1977) found that pay for non-teaching duties became increasingly common in successive contracts. The study, done in Iowa, contained the conclusion that the issue of non-teaching duties was the third most commonly found item in contracts between school boards and teacher unions.

Mayer (1978) studied the perceptions of Indiana school teachers about the process of collective bargaining. Mayer concluded that teachers perceived gains in language of contracts in the clauses which governed the assignment of non-teaching duties.

In a 1976 paper presented to the American Research Association, Pierce reported that

Managerial freedom to use the district's personnel resources has been subjected to a variety of constraints (as in time of work) and contingencies, (as in type of assignment). Such constraints and contingencies, becoming part of the operational schedule and routine of the school system, tend to have a low profile and tend not to be sensed as teachers' association impacts. (p. 6)

There appeared to be evidence in the literature that the issue of extra-duty assignments was a major area of concern on the part of the

teacher's unions in the collective bargaining process. Gains were reported in the studies made in placing limits on the assignment of teachers by management.

Management Rights

Metzler (1967) said: "The management of the school board must retain flexibility" (p. 47). This flexibility is part of the area of collective bargaining which is called by writers management rights or board rights.

The limitation of management rights has been felt by administrators. A study was done by Gee (1978) on the reactions of superintendents to limitations on their freedom to manage. The superintendents agreed that collective bargaining had significantly limited their ability to perform their duties. A similar conclusion was reported by Kirschenstein (1977) who surveyed administrators in California.

In discussing the right of management to make decisions, Alleyne (1976) said " . . . one can generalize and say that in the private sector, a union may not compel an employer to bargain about the quality of an employer's product" (p. 28). Alleyne took the position that areas such as class size and curriculum content were among the management prerogatives to be considered as quality of work issues, and therefore as part of the management's rights to manage.

Davey (1972) wrote that management frequently tries to define and limit bargaining in concrete terms. Union representatives, on the other hand, want to keep the scope of bargaining fluid. While there is agreement between negotiators for both management and the union that collective bargaining should be limited to wages, hours, and terms and

conditions of employment, there is much disagreement as to what are the terms and conditions of employment. This lack of distinction as to what topics are clearly outside of the scope of the contract, according to Davey, was a major cause of confrontation between the parties (p. 103).

Davey reviewed two types of management rights. The residual type of rights are those which are left after the contract has been signed. Prior to collective bargaining, management possessed all of the rights and under the residual theory has agreed to limit itself on those items which are included in the written contract. The trustee theory, on the other hand, holds that managers are running the enterprise for the people served, stockholders (public), customers (students), and the employees (teachers). As a trustee, the manager has an obligation to use the collective bargaining process to optimize the relationships between management and the employees to the benefit of the other people concerned with the enterprise. Management continues to manage because it is in the best interest of the enterprise to be managed (pp. 105 - 110).

Love (1968) studied the impact of collective bargaining on teacher involvement in decision-making. Love said:

The extent of negotiation of educational policy is not great but is likely to increase as teacher organizations learn to use collective negotiation more effectively and as administrators adjust to the process of negotiations.

Where educational policies are negotiated, the problem almost always concerns the level of educational services to be provided by the school system. Complex decisions involving the development and evaluation of educational policy are not negotiated, but non-negotiation decision processes are being created to give teachers a greater role in such decisions. (p. 2)

In discussing the area of management rights, Love listed a number of constraints placed on school boards as a result of negotiations, then concluded:

These and other constraints reduce the discretion of administrators and school boards but do not eliminate or hinder the functions of either group. Administrators actually use the negotiation process to preserve their discretion. This is indicated by the frequent use of loose policy guidelines, by maximums, minimums, or averages as policy standards, and by the use of qualifying phrases such as "to the extent feasible," in collective agreements. Moreover, some agreements specifically reserve certain areas for the exclusive discretion of the administration. School boards retain their right to represent the public interest and to make all final decisions. (pp. 11 - 12)

Werne (1974) wrote that management rights are restricted in many ways. Legislative actions and judicial rulings effectively impinge on the rights of the management. The rights of the individual employee and the rights of the organized employees restrict the administrator. The collective bargaining contract provides another series of limitations on the rights of management. There are some rights which management has retained. They are the right to determine the qualifications for employment; scheduling employees; changing duties; combining or eliminating jobs; the right to control and direct the employees; the right to promote employees, including the right to establish qualifications for promotion; the right to discipline the workers; the right to demote, where incompetence is clearly evident; and the right to subcontract. Werne warned that any of these rights can be limited or lost in the negotiated contract (pp. 149 - 164).

Metzler (1967) said that school boards must be careful in writing management rights clauses to include all areas they wish to control. As an example, he stated:

The right to introduce educational technology, to experiment and improvise, can be protected by a clause asserting the board's right to do so. This can be a specific part of a 'board's rights' clause, one performing the same function as a 'management rights' clause does in labor management agreements. The language should also assert that the board retains all rights which it has not conceded by the agreement it has reached with the teacher organization. (p. 47)

Smith (1974) wrote that the school board should reserve all rights to itself which were not abridged in the contract with the union. This would help the school board establish the position that the school board has certain rights that are not negotiable, and because the contract does not specifically exempt an issue from negotiability does not mean the issue is negotiable.

Ingils (1972) said that the contract is the place to look to determine which rights the school board gave away during bargaining and how many rights are shared with the teacher union. The doctrine of reserved rights, according to Ingils, indicates that the school board and administrators have reserved to themselves all the rights that were not specifically given up.

Glime (1971) suggested school boards demand a strong board rights clause. Glime said that this clause is the most important one in the contract. One of the parts of the clause should be the right to sub-contract.

Williams (1975) recommended that management re-evaluate its role in education and begin to assert some of the rights peculiar to management. One of those rights, according to Williams, was the right to change. This right of the educational system to respond to changing technology and research often conflicts with the goals of the union. Williams placed on the school board and administrators the responsibility of regaining the right to manage schools.

Stessin and Smedresman (1976) listed the following suggestions for writing a broad management rights clause: (1) keep the clause as broad as possible; (2) keep out statements that would negate the management rights clause if the application of the clause would discriminate against an employee; (3) retain the right for supervisors to work in emergencies; (4) retain the right for the supervisors to direct the employees, including determination of the size of the workforce and the type of employees which comprise the workforce, and the number and types of employees to be laid-off if necessary (pp. 1 - 9).

Metzler (1975) noted three clauses a school board should demand. They were board rights; a pledge, by the union, to bar strike and work stoppage activities during the contract; and agreement to follow the grievance procedure, and only the grievance procedure, until its remedies are exhausted (p. 58).

Howe (1975) said that management rights clauses are frequently the most difficult clauses to secure in private sector contracts. A clause limits the negotiability of items. He listed the following management rights:

1. The determination of the educational philosophy and the goals of the school district;
2. The definition and implementation of educational activities;
3. The determination of the contents of courses and curricula;
4. The selection of texts and other teaching material;
5. The determination of the teaching methodology to be used;
6. The budget of the school district;
7. The final decisions on discipline and/or expulsion of students;
8. The direction of teacher's activities, including, but not limited to, the right to direct, control and schedule all of the services to be performed on behalf of the board.
9. The hiring, promoting, classifying, transferring, retaining, suspending, demoting, discharging, or other disciplining or relieving from duty of any employees;
10. The judging of the efficiency and competency of any employee;
11. The making and enforcing of school rules and regulations;

12. The right to expand, contract, terminate, or otherwise modify the existing operations of the school district;
13. The right to introduce new educational technology and to maintain and/or improve the efficiency of the district in any manner deemed desirable by the board. (pp. 3 - 4)

Shannon (1974) said that management rights in the public sector are different from those in the private sector. Controls in the public sector have been established by legislatures and the courts. These controls are different from those in the private sector. Shannon based his position on certain elements: (1) the management of public schools is government; (2) the management rights of the local school district are a shared responsibility of other governmental bodies besides the school board at the local, state, and national levels; (3) school board members, while part of management, are not managers of the educational system, and the school board members must be careful to support the other members of the educational management team; (4) negotiations does not mean the school board must capitulate to all demands; and (5) public education is a unified activity which concerns all of those who are involved with the activity. Shannon stated that management rights were abridged primarily by the requirement that school boards negotiate. The crucial element in management rights was the scope of bargaining (pp. 1 - 7).

Chandler and Chiang (1973) said that the academic administrator does not have all of the rights of the industrial leader. "Shared authority is an old tradition" (p. 1). Management rights are counter-balanced by the rights of the faculty and "unlike the crafts, the 'rights' issue does not begin and end with local management" (p. 2).

Mortimer (1975), in a paper written on educational governance, noted that it was customary for clauses on faculty rights to be offset

by management rights clauses. Mortimer noted that most contracts had such clauses. Mortimer stated that in any area in which the contract went beyond wages and fringe benefits the contract was dealing with some management rights area in the strictest definition (pp. 9 - 11).

A study by Andes and Goodwin (1972) found that management rights clauses are not as common in higher education contracts as in the public school system contracts. They concluded that the role of administrators in the higher level institutions was blurred. The writers saw a combined management/academician bureaucracy in higher education.

Higgenbotham (1975) said that where a contract was silent management could act and let the union react (p. 4). Higgenbotham said that negotiators should be aware of the difference between mandatory and permissive subjects of bargaining. The latter, when conceded to the union, infringes on management rights (p. 4).

Greenfield (1973) studied managerial rights in Pennsylvania and found that the superintendents, board presidents, and teacher association presidents agreed that inherent management rights should not be negotiated or included in a contract. Where the people surveyed could not agree that an issue was an inherent management right, the author observed that the issue was a source of conflict in negotiations, according to the respondents to the survey.

Lifton (1976) warned against the use of an incomplete management rights clause. He said:

Whether or not management's rights should be mentioned at all will depend on your negotiations history and upon the statute in your particular state. But the worst thing that you can do under any circumstance is to put in a management's rights clause that lists a number of rights but doesn't cover all of them (and I defy anyone to think of them all). The implication of the list is that you have given any others away. (p. 41)

Writers for the National Association of Manufacturers (1967) said:

There are certain exclusive rights that management possesses as owner of the business which do not flow from a collective bargaining relationship. Management is responsible for organizing, arranging and directing the various components of the business in order to run the enterprise efficiently and profitable Over the years management has taken two different approaches to the issue of protecting its "rights." The first approach is to avoid any management rights clause in a contract on the theory that certain rights are inherent in management The second approach emphasizes the multiple obligations of management, namely, to its shareholders, to its customers, and to its employees. In fulfilling its obligation to employees represented by a union, management should include a management rights clause in the labor agreement Management cannot blame labor unions alone for the loss of certain management rights. Many unions appreciate the fact that the welfare of the union and employees alike is best served if management retains those rights which are essential to the economic well-being of the company. (pp. 28 - 29)

Erickson (1969) stated that inherent in negotiations legislation was the intent to provide communication between teachers and school boards. Erickson said: "Teacher opinion is simply too valuable a potential resource to countenance efforts to restrict this valuable commodity" (p. 134). Erickson classified those who would restrict the negotiations process in education to economic concerns, to the school boards, as "reactionary management attorneys" (p. 134).

Lieberman and Moskow (1966) said that school boards often want statutory authorities restated in the agreement. "Although there is probably no legal need to include such a clause (management rights), its inclusion often alleviates the fears of board members" (p. 335).

Hansen (1975 a & b), Robbins (1975), and Alley (1977), writing for the NAEN Bulletin, called for strong management rights clauses in all school board contracts with teacher unions. Hansen said that the best way to preserve management rights was to select strong negotiating teams. Robbins saw the need for controlling employees as an extension

of the accountability required of management by the public. Alley noted that legislatures have a tendency to reduce management rights and the best way to protect those rights is with a strong clause in the contract.

Nolte (1968) wrote that teachers were able to bargain far more than they had anticipated. The area of educational policy-making, regarded by many authors as an exclusive management right, had been shared with teachers Nolte said:

Teachers have been able to go far beyond the usual limitations placed upon the making of company policy by the earlier laws governing bargaining in the private sector of the economy. Even those laws which cover all state government employees, and which are patterned after the so-called "labor" legislation, tend very little to restrict the scope of bargaining between teachers and their boards of education. (p. 43)

Moore, in a 1978 study of public education bargaining in Florida, concluded that questions about

Statutory reservation of management rights will be resolved by the Florida Public Employees Relations Commission by use of a balancing test that weighs the working condition elements against the policy making elements to determine whether a duty to bargain exists for any given topic. (p. 2498A)

Perry and Wildman (1968), in their study of the impact of collective bargaining on schools, said:

Some boards of education have agreed to clauses in collective agreements calling for mutual agreement between board and teacher organization before adoption and installation of innovative programs which might force modification of fixed class size, programming, or assignment provisions in the agreement. In one district studied, the administration rationale for acceptance of such a clause was to the effect that "we haven't given anything up, because if the teachers aren't in favor of a new program, it wouldn't succeed and there wouldn't be any sense in trying it out anyway." Reflecting on the need or desirability in some circumstances for administration to exercise innovative leadership, and given what we know of frequent resistance to change in large organizations (especially, perhaps, schools) one might find this justification less than satisfying. . . . In a somewhat related vein, boards have agreed to general clauses committing them to negotiate any new "policies" and/or "policy changes" which might "affect" professional personnel before adoption or implementation

of same. Here again, while one can note from the board and administration point of view the loss of flexibility inherent in such a clause, no issues had yet arisen in any of the districts studied which became the subject of dispute under such an agreement. (pp. 52 - 53)

Management rights clauses and other clauses which reflect the rights of management were viewed differently by writers for the management or the union orientations. Management oriented writers recommended strong clauses reserving the authority of the school board. Union oriented writers stressed the principle of shared authority. The type of clause found in a particular contract appeared to be viewed as a reflection of the relative strength of the parties negotiating the contract.

Summary

The literature appeared to support the assumption that there is a balance of power between the parties to a contract and that balance of power is reflected in the contracts that are collectively bargained between the parties. The contracts were seen as a way of maintaining the balance of power between the parties. Language within the contract appeared to be useful in interpreting the balance of power. The way in which each of the clauses was written and the relationship between the clauses seemed to be one means of determining the extent to which each of the parties controls the other.

The clauses selected for inclusion herein appeared to be supported by the literature as among the key elements in the agreements between the parties. While some of the clauses appeared to be more symptomatic of the balance of power than other clauses, all of the clauses appeared to be appropriate for the investigation reported herein.

CHAPTER III

PRESENTATION OF THE DATA RELATIVE TO CONTRACT CLAUSES

As noted in Chapter I, the 15 Florida school districts, which met the criteria of having between 5,000 and 20,000 students in average daily membership in kindergarten through grade 12 for the 1967-77 school year, had bargained more than one contract during the period covered (1975-76 -- 1978-79), and in which a staff member had served on the collective bargaining team for the board for all of the contracts negotiated with teacher union during the period covered, were contacted for copies of the contracts between the school board and the teacher union. The contract clauses studied (dues deduction, grievance definition, union use of school facilities and services), reduction-in-force, extra-duty assignments, and management rights, were examined for changes in the contract language. Where such changes were found, the clauses were divided into two groups: those clauses which appeared to reflect a substantive change in the relationship between the parties, and those clauses which did not. The clauses which appeared to reflect a substantive change in relationship were further divided into groups by the direction of the shift in power, toward the school board or toward the union. The primary focus in the present chapter is the data relative to the clauses which changed in ways that appeared to alter the balance of power. The data presented provide a basis for answering the first question and a partial basis for answering

the third question which gave direction to the study. However, in order that the reader may have a frame of reference for reviewing the data, in the section immediately following an overview of the 15 districts is provided.

Overview of the School Districts

The population of the investigation consisted of 15 school districts in the state of Florida. A brief description of each of the school districts is contained in Appendix B of the study. A summary of data from the descriptions is shown as Table 1.

The school districts in Florida, at the time of the study, were each made up of an entire county. The potential population of the study was the 19 school districts with between 5,000 and 20,000 students in membership in kindergarten through grade 12 during the 1976-77 school year.

Of the 19 districts, 4 were eliminated, leaving a population for the study of 15 districts. In three of the four districts eliminated from the study, no staff member had served as a member of the school board negotiating team for all of the contracts between the school board and the teacher union. In the remaining district, only one contract was negotiated during the period covered.

The actual pupil population of the 15 districts included in the study ranged from approximately 6,000 to about 18,000 students. Twenty-one districts in Florida had larger student populations and 27 school districts in the state were smaller at the time of the study. The general population of the districts in the study ranged from approximately 31,000 to about 92,000 people at the time of the study.

Table 1
Selected Descriptive Information About the 15 Districts Studied

District	Approximate Total Population	Approximate Number of K-12 Pupils	Approximate Teacher Bargaining Unit Size	Type District	Year Initial Contract Bargained	Number of Teacher Contracts Bargained	Bargaining With Other Groups	Approximate Assessed Valuation Per Pupil
A	44,000	6,000	325	Rural	1975	2	No	\$135,000
B	39,000	7,200	425	Rural	1975	2	No	85,000
C	39,000	9,300	575	Rural	1975	3	No	17,000
D	32,000	5,800	325	Rural	1974	3	No	65,000
E	41,000	7,200	450	Rural	1975	3	No	82,000
F	50,000	8,700	500	Rural	1975	3	No	91,000
G	39,000	8,300	475	Rural	1975	3	No	23,000
H	92,000	18,000	1,000	Rural	1975	3	No	64,000
I	50,000	8,200	500	Rural	1975	2	Yes	130,000
J	31,000	7,600	425	Urban	1975	2	Yes	53,000
K	38,000	8,000	400	Urban	1974	4	No	76,000
L	45,000	10,500	570	Rural	1975	3	No	42,000
M	50,000	12,500	750	Urban	1975	2	No	68,000
N	43,000	7,700	500	Urban	1975	2	No	72,000
O	74,000	13,000	625	Rural	1975	2	Yes	78,000

Of the 15 school districts, 4 were classified as urban by having been included in a Standard Metropolitan Statistical Area (SMSA) during the period of the study. The remaining 11 districts were rural.

The 15 districts ranged from Florida's wealthiest to the poorest. The assessed valuation per pupil, as shown in Table 1, included the lowest in the state (about \$17,000 per pupil) and the second highest in the state (about \$135,000 per pupil). The 15 school districts also ranged from the upper to the lower extremes on the Florida Price Level Index, a measure of the cost of living within each district.

Collective bargaining was a new process for the districts included in the study. Only 2 of the 15 districts included had been collectively bargaining before the effective date of the Florida Public Employee Relations Act (January 1, 1975). The other 13 districts began bargaining after that date. Seven of the districts in the study had bargained 2 contracts, 7 of the districts had bargained 3 contracts and 1 district had bargained 4 contracts (1 was completed prior to the period covered by the study).

Teacher bargaining units, defined as the total group of people eligible to belong to a union and be represented by that union in collective bargaining, ranged from 325 to 1,000 members. Of the 15 districts included, 4 were also bargaining with unions other than teachers. These other unions represented "white-collar" non-instructional and "blue-collar" non-instructional employees.

The 15 school districts were geographically scattered throughout Florida. Economic bases included agriculture, manufacturing, service trades, retail and wholesale trades, and governmental employment. Only those four districts included in a SMSA had a significant number

of residents involved in manufacturing activities. In six of the school districts at least 20% of the residents were retired compared to an average for the state of Florida of 17.3%. In four of the districts 10% or more of the population was receiving public assistance in the form of food stamps compared to a statewide average of 8%.

Overview of the Contracts

There were a total of 39 contracts negotiated by the selected school districts during the period covered by the study. Of the 39 contracts, 21 were for 1 year, 14 contracts were for 2 years, 3 were for 3 years, and 1 contract was for 5 years. There was an observable trend toward multi-year contracts in the second and third contracts bargained. During the first round of bargaining included in the study, 12 contracts were for 1 year. During the second round of bargaining 9 contracts were for more than 1 year. Seven of the 9 districts, which had 3 contracts included in the study, had multi-year agreements in the third round of bargaining. Two of the school districts had a 1-year gap between contracts because of the length of time spent in mediation and special master proceedings. The first contracts in districts D and K were negotiated prior to the effective date of the Public Employee Relations Act and were not included in the study.

Table 2 shows the length of the contract and the school years which were covered by each contract for each of the districts in the study. Also shown in Table 2 are the periods during which there was no ratified contract in three of the districts in the study.

Table 2

Years and Lengths of Contracts Negotiated in the
15 Selected Florida School Districts

District	Effective Starting Date of Contract				
	January 1, 1975 through June 30, 1975	July 1, 1975 through June 30, 1976	July 1, 1976 through June 30, 1977	July 1, 1977 through June 30, 1978	July 1, 1978 through September 1, 1978(a)
A	X-----	X-----	X-----	No contract	X-----1981
B	No contract	X-----	X-----	X-----	-----1979
C	-----X	X-----	X-----	X-----	-----1979
D	(b)	No contract	X-----	X-----	-----1979(c)
E	X-----	X-----	X-----	X-----	-----X-----1979(d)
F	-----X	X-----	X-----	X-----	-----X-----1981
G	-----X	X-----	X-----	X-----	-----X-----1979
H	-----X	X-----	X-----	X-----	-----X-----1979
I	X-----	X-----	X-----	X-----	-----X-----1981
J	X-----	X-----	X-----	X-----	-----X-----1981(d)
K	X-----	X-----	X-----	X-----	-----X-----1981
L	X-----	X-----	X-----	X-----	-----X-----1981(d)
M	X-----	X-----	X-----	X-----	-----X-----1979
N	X-----	X-----	X-----	X-----	-----X-----1981
O	X-----	X-----	X-----	X-----	-----X-----1979

(a) Contract ratified after September 1, 1978 were not included in the study.

(b) The contract in this district was ratified prior to the effective date of the Florida Public Employee Relations Act and was not included in the study.

(c) One of the clauses selected for this study was reopened in the second year of a three year contract along with economic issues. The clause was reopened in a way that shifted the balance of power and is included in the study.

(d) The contract in this district was not ratified prior to the beginning of the school year and is not included in the study.

Review of the Selected Contract Clauses and Elements

Contained herein is a presentation of the contract clauses and the elements within the clauses organized by type of clause. The clauses which are presented are those which were perceived to shift the balance of power between the parties to the contract. Excluded from the review were clauses in which the changes in wording were such that there did not appear to be a substantive impact on the relationship. As for example, a dues deduction clause in which the dates for the submission of authorization cards were changed to coincide with payroll dates in different school years was determined to have no change affecting the substantive relationships between the parties.

Dues Deduction Clauses

Some form of dues deduction clause was contained in all of the contracts reviewed in the study. The clauses varied from brief statements granting the right to dues deduction to the union, to complex procedural clauses which described in detail the rights and responsibilities of each party.

An example of the simpler type of clause was found in the contracts negotiated in district B. The clause established dues deduction upon authorization by the employee, provided for revocation of the authorization by the employee, contained a full-service section which would automatically terminate deductions in case of a slow down or a strike, and included a "hold harmless" statement absolving the board from liability for performance under this clause.

An example of a complex type of dues deduction clause was negotiated in district A. The clause included, in addition to the

types of elements found in district B, rigid deadlines for submission of authorization cards, time limits on sending the dues to the union, a fee to be charged for the service, and safeguards against over-deduction of dues.

Eighteen elements were identified in reviewing the dues deduction clauses in the study. A summary of those elements and the districts in which the elements were found is presented as Table 3. In some instances the elements were found in each of the contracts negotiated in the district. In some instances, the elements were found in the first contract but not in the second or third. In other instances, the element was found in the second or third contracts but not in the first. The only element that was found in all of the district contracts was the stipulation that dues deduction would be made only upon written authorization by the employee.

Three of the elements appeared in one contract each. Contracts in district I provided for a refund of dues if a member of the bargaining unit was promoted out of the bargaining unit during the school year. Contracts in district O permitted the union to set the dues in the second contract but extended dues deduction privileges only to those members who requested a uniform amount be deducted. District O contracts stated that the assessment of dues did not authorize or require an agency shop.

Although there was a statutory provision providing for voluntary revocation of dues, district J did not provide, in the contract, for revocation of dues deduction by employees. An element was found in the contract of each of the other districts studied which permitted employees to cancel dues deduction upon 30 days notification to the employer and the union.

Table 3
Analysis of Dues Deduction Clauses and Elements in Clauses in
the Contracts of the 15 Selected Districts

Element	District															Frequency
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Signed authorizations	X(a)	X		X	X	X	X	X	X	X	X	X	X	X	X	15
Revocation by employee	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	14
Join after start of year	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	14
Hold harmless clause	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	12
Date for forwarding dues	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	11
Due dates for cards	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	8
Continuous deductions	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	8
Union to furnish cards	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	7
Date deductions stop	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	7
Amount set by	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	6
Charge for service	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	4
Deduction at termination	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	4
Slowdown/strike penalty	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	3
Permit additional assessments	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	2
Net earnings not to be exceeded	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	2
Refund if promoted	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1
Agency shop prohibition	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1
Number of elements per district	12	5	11	7	8	4	7	8	9	5	10	9	5	9	10	

(a) Indicates presence of element in contracts.

Contracts in 14 of the 15 districts permitted employees to enroll at any time during the school year. District C prohibited new cards from being submitted after the initial enrollment period was closed. Other elements found in at least one-half of the districts were deadlines for the submission of authorization cards, time limits on the forwarding of dues to the union, "hold harmless" provisions, and provisions for continuous dues deduction.

An indication of the complexity of the dues deduction clause is provided in Table 3. District F contracts included only four of the elements. Districts B and J each had five elements. At the other extreme, district A contracts included 12 of the elements in the dues deduction clauses, and district C had 11 of the 18 elements which were identified.

Dues deduction clauses in the contracts of 8 of the 15 districts included in the study were changed in the process of negotiating successive contracts in a way that appeared to indicate a change in the balance of power between the parties. The districts in which the dues deduction clauses were changed and the direction of the shift in power are shown as Table 4. These changes are discussed below on a district-by-district basis.

Dues deduction clauses in district A were changed between the first and second contracts to the apparent benefit of the union. Language which provided for cessation of dues deductions in case of strike or work stoppage was removed. New language in the second contract referred to the state statutes and expanded the dues deduction authorization to include uniform assessments. The union was permitted by the second contract to change the amount of deductions each month.

Table 4

Changes in Dues Deduction Clauses and
Resulting Balance of Power Shifts

District	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
A	Union	No third contract
B	No change	No third contract
C	Union	No change
D	No change	No third contract
E	Union	Union
F	No change	No change
G	Board	No change
H	No change	No change
I	Union	No change
J	No change	No third contract
K	Union	No change
L	Union	Union
M	No change	No third contract
N	No change	No third contract
O	Union	No change

An element contained in the first contract quoted the statutory provisions which permitted authorization for dues deduction. The statutory citation was removed from the second contract.

In school district C the dues deduction clause in the first contract included a charge to be levied against the union for deducting dues from the employees wages. The removal of the charge in the second contract was identified as a shift in the balance of power toward the union.

Contractual clauses pertaining to dues deductions were changed in both the second and third contracts negotiated in district E. A hold harmless clause was added to the second contract. The amount of the dues to be deducted each month was written into the contract.

Language was added to the second contract providing for continuous authorization of dues deduction and for deduction of all unpaid dues from the last check of an employee who was terminated. The effect of the changes was determined to indicate a shift in the balance of power toward the union. In the third contract movement of the balance of power appeared to be toward the union. The amount of dues was removed from the contract and the union was to set the dues and to notify the board of the amount to be deducted. Some protection was provided to teachers who were terminated by limiting the dues deduction if the amount of dues would have exceeded the net pay of the employee.

The dues deduction clause was changed in the second contract in district G in a way that appeared to shift the balance of power toward the board. An element was added to the clause which permitted employees to revoke authorization for dues deduction after notifying the parties to the contract. The dues deduction authorization was changed from continuous authorization to annual authorization in the second contract.

The dues deduction clause in district I was reworded in the second contract and was determined to reflect a shift in the balance of power toward the union. Authorization of deductions throughout the year, elimination of the amount to be deducted from the contract, and deletion of language requiring refunds for employees promoted during the school year were the changes made in the second contract.

In school district K a shift in the balance of power toward the union was indicated by changes made in the second contract. Continuous dues deductions were permitted. A section was added to the hold

harmless clause which required the board to comply with all provisions of the dues deductions clause for the hold harmless element to be applicable.

Changes in the dues deduction clause in district L were made in both the second and third contracts negotiated. In each contract there was an apparent shift in the balance of power toward the union. The second contract provided for authorization cards to be submitted to the board at any time. Continuous dues deductions were included in the language of the third contract. The time permitted for forwarding the deducted dues to the union was reduced in each contract. This district assessed an annual fee for dues deductions.

The dues deduction clause in district O was changed in the second contract to permit the union to change the dues amount by notifying the board. This appeared to indicate a shift in the balance of power toward the union.

Seven districts of the 15 included in the study had changes in the contractual language governing dues deductions which appeared to alter the substantive relationships between the parties. Nine of the 10 changed clauses shifted the balance of power toward the union. The remaining change shifted power toward the board.

Grievance Definitions

All of the contracts in the study included a grievance definition. A typical definition was found in contracts negotiated in district H which said, "A 'grievance' is an alleged violation of this agreement or any dispute with respect to its meaning or application." The grievance definitions were found to have several common elements. The analysis of the grievance definitions and the elements contained

therein are shown as Table 5. In some instances the elements were found in the first contracts but not the second or third. In some instances the elements were found in the second or third contracts but not in the first contracts. In some cases the elements were found in all of the contracts of a district included in the study.

Four of the contracts did not specify who could use the grievance procedure. Four of the grievance definitions limited the use of the grievance procedure to individual employees. Four of the grievance definitions provided for groups of employees to file grievances and three of the contracts permitted the union to file grievances without identifying the affected employee.

In 14 of the 15 districts included in the study, the definition of a grievance was limited to the resolution of disputes arising from the contract. In district E the grievance definition included board policies and rules in addition to contract language.

The districts in which the grievance definition was changed and party which appeared to gain from the change are shown as Table 6. Changes were made in three grievance definitions found in the contracts of the 15 districts included in the study.

The grievance definition in district E was changed in the second contract with the deletion of a statement which excluded matters prescribed by law from the grievance process. The change appeared to shift the balance of power toward the union.

The grievance definition in district I was changed in the second contract to permit the union to file grievances. The change appeared to shift the balance of power toward the union.

Table 5
Analysis of the Grievance Definition and Elements in the Contracts
of the 15 Selected Florida School Districts

Element	District															Frequency
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Limited to questions about the contract	X(a)	X	X	X		X	X	X	X	X	X	X	X	X	X	14
Includes school board rules and policies					X											1
Limited to single employee		X			X	X									X	4
Group grievances				X						X	X		X			4
Union grievances	X						X		X							3

(a) Indicates presence of element within contract.

Table 6
Changes in Grievance Definition and Resulting
Balance of Power Shifts

District	Balance of Power Between First and Second Contracts Toward		Balance of Power Between Second and Third Contracts Toward	
A	No change		No third contract	
B	No change		No third contract	
C	No change		No change	
D	No change		No third contract	
E	Union		No change	
F	No change		No change	
G	No change		No change	
H	No change		No change	
I	Union		No change	
J	No change		No third contract	
K	Board		No change	
L	No change		No change	
M	No change		No third contract	
N	No change		No third contract	
O	No change		No change	

The grievance definition was changed in district K with the deletion of an ambiguous phrase. The change appeared to shift power toward the board by restricting the use of the process more clearly to disputes arising from the interpretation of the contract document.

The definitions in all districts were similar to each other. Grievance definitions were changed in three districts. The changes made in two of the districts reflected a shift in the balance of power toward the union. The change in the remaining district appeared to shift the balance of power toward the board.

Union Use of School Facilities and Services

A clause granting rights to teacher unions for use of school board facilities and services was found in each of the 15 districts included in the study. Of the 15 districts, 8 changed the clauses

pertaining to the union use of facilities in successive contracts. A summary of the elements found in the contracts which governed the use of the school facilities and services by the union is presented as Table 7. In some instances the element was found in the first contract but not in the second or third contracts. In some cases the element was found in the second or third contract but not in the first. In some cases the element was found in all contracts negotiated in the district.

Clauses governing the union use of school facilities and services ranged from simple to complex. As an example of the simple type of clause, district B had six of the elements. In district B the union was permitted to use the school buildings for meetings, to use designated bulletin boards for limited purposes, and to use the mailboxes for limited purposes. The contracts in district M, which also contained six elements, permitted the union to use the buildings, to furnish bulletin boards for specific locations and limited purposes, and to use teacher mailboxes.

As an example of a complex clause, the contracts in district K contained 12 of the 16 elements which were found in the contracts in the study. The union was permitted to use school buildings if the principal had given permission and if the union paid for custodial personnel costs. The union was permitted to place bulletin boards in designated areas. Limited union use of teacher mail boxes was permitted. In addition the union could use the inter-school mail system and school-owned equipment. The union was given permission to store union equipment in school buildings and to have a telephone extension, at the union headquarters, of a direct line to a nearby metropolitan area.

Table 7

Analysis of Union Use of School Facilities and Services Clauses and Elements
in the Contracts of the 15 Florida School Districts Studied

Element	District															Frequency
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Use of school building	X(a)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
Required to pay fee	X				X			X		X						5
Prior permission required	X	X	X	X	X		X	X	X	X	X	X			X	11
Charge for personnel cost	X		X		X			X		X						6
Use of bulletin boards	X	X	X		X	X	X	X	X	X	X	X	X	X	X	14
Specifically designated	X	X	X		X	X	X	X	X	X	X	X	X	X	X	14
Furnished by union					X	X	X									6
Use limited	X	X	X		X	X	X	X	X	X	X	X	X	X	X	12
Mail boxes	X	X	X	X	X			X	X	X	X	X	X	X	X	15
Use limited	X	X	X		X			X	X	X	X	X	X	X	X	10
Courier service				X		X		X	X	X	X	X				7
School-owned equipment	X		X	X			X	X	X	X	X	X	X			7
Storage space for union					X											2
Announcements in bulletin						X										1
Extension of district phone										X						1
Provision for copying													X			1
Elements in district contracts	10	6	7	7	10	7	8	10	7	10	12	8	6	11	8	

(a) Indicates presence of element within contracts.

Contracts in all 15 districts included in the study permitted the union to use school buildings for union meetings. Contracts in 11 of the districts required formal approval by the principal in advance of the scheduled meeting. The contracts in one district required the superintendent and the principal to give approval for the union to use the buildings. Contracts in six districts required the union to pay for custodians if the services were required. Contracts in five districts assessed a fee for the use of the facilities in accordance with a board-established fee schedule.

Contracts in 14 of the 15 districts included in the study granted the union permission to use bulletin boards in school buildings. The contracts in the same 14 districts limited the union to the use of specifically designated bulletin boards. Contracts in six districts required the union to furnish the bulletin board and to place the bulletin board where the building administrator assigned space. Contracts in 12 districts limited the use of the bulletin boards in some fashion. Contracts in some districts limited the use of bulletin boards to posting items pertaining only to union business; other contracts required the union to secure formal approval from the building administrator before items could be posted on the bulletin boards.

In addition to providing for the union use of buildings and mailboxes in all districts, and bulletin boards in all but one district, a variety of other services were permitted in the contracts. The contracts in seven districts allowed the unions to use the inter-school courier services for distributing materials to union members. Contracts in seven districts permitted the union to use school board owned equipment for preparing union materials. Contracts in two districts

permitted the storage of union-owned equipment in school buildings. The contract in one district permitted the union to insert messages to members on the school internal memorandums issued by the principal. Contracts in another district permitted the union to have an extension phone in its headquarters from the county administration building. One district contract established rules for the provision of copies to the union.

The clause governing union use of school facilities and services was changed in eight of the districts in the second or third contracts ratified. The districts in which the clause was changed and the party which appeared to gain power by the change are shown as Table 8.

Table 8

Changes in Union Use of Facilities and Services
Clauses and Resulting Balance of Power Shifts

District	Balance of Power Between		Balance of Power Between	
	First and Second	Contracts Toward	Second and Third	Contracts Toward
A	Union		No third contract	
B	No change		No third contract	
C	No change		No change	
D	No change		No third contract	
E	Board		No change	
F	Union		No change	
G	Board		Union	
H	No change		No change	
I	Board		No change	
J	No change		No third contract	
K	Union		Board	
L	Board		Union	
M	No change		No third contract	
N	No change		No third contract	
O	No change		Union	

The clause governing the use of school facilities and services by the union in the contracts in district A was changed in the second contract with the simplification of the process for getting permission to use a building and the deletion of the fees for the use of the building. The clause was also modified in the second contract to include a prohibition against the use of bulletin boards or mailboxes for harrassment of the school board or administration. The balance of power appeared to shift toward the union.

The clause governing use of facilities in contracts signed in district E was changed in the second contract. The first contract permitted the union to keep its equipment in the school buildings. That provision was deleted in the second contract. The change was perceived as a shift in the balance of power toward the board.

The clause in district F was changed in the second contract. The change permitted the union to place announcements on written bulletins distributed by the principals. The change appeared to shift the balance of power toward the union.

The clause in district G was changed in both the second and the third contracts. In the second contract language was added which restricted the placement of the bulletin boards available for union use and required the union to furnish bulletin boards if not already available. The same language was deleted in the third contract. The change in the second contract shifted the balance of power toward the board. The change in the third contract appeared to shift the power toward the union.

The clause governing the union use of facilities and services in the contracts in district I was changed between the first and second

contracts. The board appeared to gain power with the inclusion of a requirement that materials placed in mailboxes or placed on bulletin boards be given to the building administrator.

The clause pertaining to the use of school facilities and services by the union in district K was changed in both the second and the third contracts. In the second contract the union appeared to gain power with the change. A provision which required the union to pay custodial personnel directly for services rendered was changed to requiring the union to forward the payment for services to the board for inclusion with the employee's regular check. The union office was made a stop on the internal mail delivery system and provision was made for the union to use school board owned equipment for a nominal fee. A provision unique to this district gave the union the privilege of having a long distance direct phone line in the district administration office extended into the union headquarters. In the third contract the balance of power appeared to shift toward the board with the addition to the facilities clause a restriction on the number of bulletin boards the union could use at each school.

The clause governing the union use of school facilities and services in district L was changed in both the second and third contracts. The board appeared to gain in the shift of power resulting from the change in the second contract. The contract included a new fee schedule for payment by the union of copies made. The section permitting the union to use the mailboxes was made less restrictive by removing a statement that the mailboxes would be used for communication. In the third contract the balance of power as reflected in this clause appeared to shift

toward the union. Restrictions were eased on the use of the buildings by the union. The union was given permission to use the district's inter-school mail system.

The district 0 clauses pertaining to union use of school facilities and services were changed in the third contract. The union was given the right to use the district's inter-school mail system. The change appeared to reflect a shift in the balance of power toward the union.

A clause which governed the use of school facilities and services by the unions was found in contracts in each of the 15 districts in the study. In five of the districts the clauses were changed either between the first and second contracts or between the second and third contracts. In three districts the clause was changed both between the first and second contracts and between the second and third contracts. There were a total of 11 changes in the clause. Five of the changes shifted the apparent balance of power toward the board and the remaining six changes shifted power toward the union.

Reduction-in-Force

Contractual clauses dealing with reduction-in-force were found in the contracts of all 15 school districts in the study. In 12 of the districts the clauses were negotiated in the first contract. A list of the major elements contained in contracts in the districts studied is shown as Table 9. In some instances the elements were found in all of the contracts negotiated in a district. In some districts the elements were found in the first contract but not in the second or third contracts. In other districts the elements were found in the second or third contracts but not in the first.

Table 9
Analysis of Reduction-In-Force Clauses and Elements in the
Contracts in the 15 Florida School Districts Studied

Elements	District															Frequency
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Reduction in force	X(a)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
Seniority	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	14
Certification	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	14
Annual vs. continuing contract teachers	X	X				X						X				5
Other qualifications	X		X			X		X	X	X	X	X	X	X	X	10
Action to be determined solely by board	X	X	X			X		X				X	X	X	X	9
Notice prior to lay-off	X	X	X	X												4
Volunteers sought first								X		X	X					2
District needs considered												X				1
Recall procedure	X				X	X	X	X	X	X	X	X	X	X	X	14
Inverse order from lay-off				X	X	X	X	X	X	X	X	X	X	X	X	12
Certification considered	X		X	X	X			X	X	X	X	X	X	X		11
Deadline for response	X		X	X		X				X	X					5
Seniority returned		X			X		X									3
Retiring employees exempted	X					X	X						X			4
Establishment of hiring pool	X					X	X					X				3
Sick leave while on lay-off						X										1
No benefits while on lay-off					X	X					X					2
Lay-off considered leave													X		X	1

(a) Indicates presence of element within contracts.

All of the contracts had language dealing with the lay-off part of reduction-in-force. The least complex language appeared to be in the second contract in district B where the board agreed to notify the union if more than 5% of the continuing contract teachers were to be laid-off. District B contracts were the only contracts which contained no recall procedure. District F contracts were an example of a more complex reduction-in-force clause. The district F clause contained a detailed lay-off procedure and an equally detailed recall procedure.

Contracts in 14 districts included seniority as a factor in determining the order of lay-off. Certification was listed as a factor in those same districts. Ten districts listed other factors for determining the order of lay-off. These other factors included evaluations, extra-curricular program assignments, district needs, compatibility, character, and efficiency. Four of the districts contracts included provisions for advance notification before lay-off would begin. Other parts of the reduction-in-force lay-off provisions were the reservation of the decision to reduce personnel as an exclusive right of the school board, the statement that all annual contract personnel would be laid-off before any person on continuing contract, and the use of voluntary requests for leave to reduce the number of personnel to be laid-off.

There were 14 districts in which the contracts included, as part of the reduction-in-force clause, provisions governing the process of recall of laid-off personnel. Contracts in 12 of the districts stated that recall would occur in the inverse order as lay-off occurred.

Contracts in 11 districts stipulated that recalled teachers would be considered only for positions for which they were certified. Other elements found in the recall procedure were deadlines for teachers to respond to the notice of recall, return of seniority when recalled, exemption from lay-off of any teacher reaching retirement age in the year of lay-off, establishment of personnel pools, denial of benefits while on lay-off, and the granting of official leave to teachers who were laid off and later recalled.

Changes in the reduction-in-force clause, which appeared to alter the substantive relationships between the parties, were found in 13 of the 15 districts in the contracts negotiated. A summary of the contracts which were changed and the party which appeared to gain in the shift in the balance of power is shown as Table 10.

Table 10
Changes in the Reduction-in-Force Clauses and
Resulting Balance of Power Shifts

District	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
A	Union	No third contract
B	Union	No third contract
C	Union	No change
D	Board	No third contract
E	Union	Board
F	Board	No change
G	Union	Board
H	No change	Union
I	Union	No change
J	Union	No third contract
K	Union	Union
L	Union	Union
M	No change	No third contract
N	No change	No third contract
O	No change	Union

The reduction-in-force clause in district A was rewritten in the second contract in a way which appeared to increase the power of the union. The change included a new statement which established guidelines for choosing between equally qualified, comparable teachers who were both on continuing contract. The second contract was also changed to permit a teacher to refuse the first offer for recall without the refusal being considered an automatic resignation.

District B included a statement in the second contract which required the board to notify the union if 5% or more of the employees on continuing contract were to be laid-off. The inclusion of this new clause appeared to show a shift in the balance of power toward the union.

The second contract in district C included a reduction-in-force clause which had not been in the first contract. The inclusion of the clause appeared to shift power toward the union.

The second contract in district D was changed to include a provision that permitted the board to alter the order of lay-off to permit compliance with laws and rules governing the employment of handicapped persons and veterans. These exceptions were added to those found in the first contract which permitted the board to consider racial balance and sexual equality in devising a lay-off order. The shift of power was toward the board.

The reduction-in-force clause in the second contract in district E was changed so as to appear to shift the balance of power toward the union in the second contract. The changes required the board to give employees written notice of the reasons for the lay-off and limited hiring new personnel while any laid-off personnel were available. In the third contract the balance of power appeared to shift toward the

board with the inclusion of language limiting the recall period to one year. The requirement that written notice of reasons be given before lay-off was changed to oral notice by the principal.

The contractual clause governing reduction-in-force in district F was changed in the second contract. The change appeared to shift the balance of power toward the board. A statement requiring the superintendent or his designee to notify the union prior to lay-off for the purpose of discussing the proposed reduction-in-force was changed to notification to the union if a lay-off was to be made. The second contract included restrictions on the length of time a laid-off teacher would be kept on the recall list and eliminated benefits to individuals on lay-off.

The contractual clause in district G pertaining to reduction-in-force was changed in the second year by adding certification of teachers to criteria used for determining the order of lay-off. The change appeared to reflect a shift in the balance of power toward the board.

A change in the clause in district H in the third contract appeared to shift the balance of power toward the union. Teachers were given the right to choose to return to a position in the work location from which they were laid-off should such a position become available between work years.

The second contract in district I had a change in the reduction-in-force clause. The requirement that seniority be based only on uninterrupted service was deleted. An element was added that established an inverse order recall procedure. Language was added that required the board to hire, or offer to hire, all laid-off teachers

before hiring any new personnel. The changes in the clause appeared to shift the balance of power toward the union.

The first contract in district J contained no reduction-in-force clause. A reduction-in-force clause was added to the second contract. The clause contained both lay-off and recall provisions. The inclusion of the clause shifted the balance of power toward the union.

District K had no reduction-in-force clause in the first contract. In the second contract a clause containing lay-off and recall provisions was negotiated. The clause was changed in the third contract with more time being given to a teacher to respond to a recall notice. The third contract also required the board to provide 30 days advance notification before any lay-off. The changes in both the second and third contracts shifted power toward the union.

In district L the reduction-in-force clause was changed in the second contract. A statement was added that a vacancy in a grade or subject area in which no reduction had been made would be filled from the pool of teachers who had been laid-off. The change appeared to shift power toward the union. The reduction-in-force clause in the third contract was also changed. Length of service (seniority) was added to the recall procedure as a criteria for determining the order of recall. The change shifted power toward the union.

The contractual provisions which governed the reduction-in-force in district O contracts were changed in the third contract. The recall procedure was changed to provide that recall would be made in the inverse order as lay-off. The change appeared to shift the balance of power toward the union.

A reduction-in-force clause was contained in contracts in each of the 15 districts in the study. The clause was changed between successive contracts of 13 of the districts in ways that were identified by the researcher, based on a study of the clauses, as changing the balance of power. There were a total of 17 changes in the reduction-in-force clauses between successive contracts, of which 4 changes shifted the power toward the school board and 13 shifted power toward the teacher union.

Extra-Duty Assignments

Clauses governing the assignment of extra-duty to teachers were found in 14 of the 15 districts included in the study. The clauses varied from the requirement that teachers meet at "reasonable and appropriate times with parents, students, and other professionals" to complicated clauses requiring, among other things, supervision of students, collection of money, keeping records, length and frequency of faculty meetings, inclusion of inservice activities, and custodial responsibilities. A summary of the elements found in the clauses is shown as Table 11. In some instances the elements were found in all of the contracts negotiated in the district. In other cases the elements were found in the first contract but not in the second or third. In other cases the element was found in the second or third contracts but not in the first.

Clauses found in the contracts of the 15 districts contained from 5 to 11 elements. An example of a district with five elements was district D which defined the teacher work day, permitted principals to make emergency assignments, required the use of volunteers for

Table 11
Analysis of Extra-Duty Assignments Clauses and Elements in Clauses in
the Contracts in the 15 Florida School Districts Studied

	District															Frequency
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
After-school meetings	X(a)	X	X		X	X					X	X	X		X	8
Work-day definition	X	X	X	X		X	X				X	X	X	X		9
Supervision of students					X	X	X	X			X	X	X	X	X	10
Specific types listed					X	X	X	X	X		X	X	X	X	X	13
Faculty meetings	X	X	X	X	X	X	X	X	X	X	X	X	X	X		8
Frequency	X	X	X		X	X	X	X	X	X	X	X	X	X		9
Length					X			X					X			4
Emergency assignment	X			X							X					2
Money collection	X								X							2
Records and reports	X															2
Housekeeping	X										X					2
Inservice activities	X					X										2
Student or parent meetings	X	X	X	X		X										5
Professional responsibilities													X	X	X	4
Assignments to be voluntary													X			4
Compensatory time or pay				X	X	X	X				X	X				8
Librarians excused						X			X	X						1
Headlice inspections &									X							1
fluoride rinse program																1
Covering absent teachers'									X							2
classes									X	X						2

(a) Indicates presence of element within contracts.

extra-duty (when volunteers were available), gave compensatory time off for extra-duty, and required teachers to meet with students and parents.

The extra-duty clause in district A, in which was found 11 elements, was the most complex in the study. The contracts contained the following: work day definition, required attendance at after-school meetings, supervision of students, frequency of required faculty meetings, assignment by the principal in emergencies, record-keeping and reporting, "housekeeping" responsibilities, and meetings with parents and students.

One of the common elements found in the extra-duty assignment clauses was the requirement that teachers attend faculty meetings. Thirteen districts had such requirement in their contracts. Eight districts had language which referred to the frequency of meetings. The specific language ranged from requiring teachers to meet as often as necessary to limits on the number of faculty meetings. Nine districts had limits in the contracts on the length of faculty meetings.

Ten districts had extra-duty clauses in contracts which included elements referring to the supervision of students. Seven clauses included lists of activities considered appropriate, as bus duty, hall duty, lunchroom duty, playground duty, and lavatory duty. Contracts in five of the districts indicated that the principal was responsible for scheduling of extra-duty assignments.

Clauses in eight districts contained elements which permitted teachers assigned to extra-duty to receive compensatory time or, in some cases, to be paid for time spent in the assigned extra-duty.

Clauses in four districts contained elements requiring volunteer employees to be scheduled for extra-duty before scheduling other employees.

Clauses in seven districts required teachers to attend after-school meetings. The meetings were described as Parent-Teacher Association meetings, Southern Accreditation Association preparation sessions, open house, and curriculum studies.

Contracts in two districts included statements about the collection of money by the teachers. The contract in one district required that teachers keep all records and reports required of them by the principal. In another district the contract excluded record keeping for outside agencies from the required duties of a teacher. The contracts in two districts mentioned custodial responsibilities of teachers. One district required that teachers perform necessary "housekeeping" chores; the other district clause exempted teachers from such tasks. Contracts in four districts gave authority to the principal to assign duty to teachers in an emergency. The extra-duty clause in one district excused librarians from extra-duty but required that the libraries be opened to students before and after the regular student day. The contracts in two districts described a teacher's responsibility to substitute for an absent teacher..

Contracts in 11 of the 15 districts in the study were changed in successive years of bargaining in ways that appeared to change the substantive relationships between the parties. An indication of the districts in which the extra-duty clause was changed and the party which appeared to gain power as a result of the change is shown as Table 12.

Table 12
Changes in Extra-Duty Assignments Clauses and
Resulting Balance of Power Shifts

District	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
A	Union	No third contract
B	No change	No third contract
C	No change	No change
D	Union	No third contract
E	Union	No change
F	Board	No change
G	Union	Union
H	Board	No change
I	Union	No change
J	Union	No third contract
K	Board	Union
L	No change	No change
M	Board	No third contract
N	No change	No third contract
O	Union	Board

Contractual clauses in district A were changed in the second contract in a way which appeared to shift the balance of power toward the union. An element which had required teachers to keep all required records and make all required reports was deleted in the second contract. Also dropped in the second contract was a requirement that guidance counselors and community school directors work a longer day than regular classroom teachers. All inservice education activities were made voluntary. Teachers were required to meet with parents and students.

The extra-duty assignments clause in district D was changed in the second contract in a way which appeared to shift the balance of power toward the union. An example of voluntary duties was added to the previous clause. The example restricted the emergency assignment

of teachers to such things as "parents requesting a conference without prior appointment."

The clause in district E governing extra-duty assignments was changed in the second contract in a way that shifted power toward the union. The first contract included a statement that extra-curricular activities were necessary and were to be done by volunteers from among the teachers. The statement was dropped in the second contract. In the second contract a restriction was placed on the number of faculty meetings which could be held and the length of those meetings. Teachers were given a longer period of time in which to use compensatory time.

The contractual clause pertaining to extra-duty assignments in district F was changed in the second contract. The second contract included a new requirement that teachers provide a specific amount of instruction to students and that teachers participate in activities such as curriculum study meetings, grade and special area meetings, meetings with parents, and other professional responsibilities which extended beyond the work day. The responsibilities were to be considered part of the professional responsibility of the teacher and done without additional compensation. The changes shifted the balance of power toward the board.

Contractual clauses governing extra-duty assignments in district G were changed in both the second and the third contracts. The balance of power appeared to shift in both instances toward the union. In the second contract an element was added to the clause that provided for hourly pay for duty beyond the regular school day or school year. An element which defined the school day in terms of hours and minutes was negotiated in the second contract. The number of faculty meetings

per year was reduced. Teachers assigned to lunchroom duty were to be given compensatory time off at the end of the day. A more detailed definition of the teacher workday was written into the third contract. The number of faculty meetings was reduced and the faculty meeting time was shortened in the third contract.

The contractual clause governing extra-duty assignments in district H was changed in the second contract. The change added the phrase "teachers are expected to perform" to a list of non-teaching duties such as lunchroom duty, bus duty, and hall duty. The establishment of the schedules for the extra-duty was to be done by the principal who was to consider input from the faculty. The changes in the clause appeared to reflect a shift in the balance of power toward the board.

The extra-duty assignment clause in district I was changed in the second contract. An element which required supervision of students was deleted. In the second contract teachers were exempted from collecting of money (except lunch and milk money), examining children for headlice, conducting a fluoride rinse program, or maintaining records for an outside agency on a regular basis. Beginning with the second contract teachers could not be required to substitute for an absent teacher. These changes appeared to shift the balance of power toward the union.

The clause in district J which governed the extra-duty assignment of teachers was changed in a way that shifted the balance of power toward the union. An element requiring teachers to use the time students were in classes taught by special-area teachers for planning and conferences was deleted. A provision was added that required principals to secure substitutes for absent teachers rather than use other teachers as substitutes.

The extra-duty assignment clauses in district K were changed in both the second and third contracts. In the second contract a provision permitting teachers to attend Parent-Teacher Association meetings on a voluntary basis was deleted. The second contract provided for the review of the assignment of teachers so that major interferences with work schedules could be eliminated. The parties agreed that supervision of students was part of the responsibility of a teacher. The work day was limited to 7.5 hours, and duties beyond that time were made voluntary. The board retained the right to assign teachers to extra-duty and extended-duty if no volunteers were available. In the third contract the clause was changed and teachers could no longer be required to ride buses, keep attendance registers, or perform custodial functions. The balance of power appeared to shift toward the union in the changes made in the extra-duty assignments clause in both the second and third contracts.

In district M contractual clauses which governed extra-duty assignments were changed in the second contract. A statement was added in the second contract which permitted the assignment of teachers to extra-duty beyond the normal school day. The new provision stipulated that the assignments would not exceed the level established by past practice. The change appeared to shift the balance of power toward the board.

In district O the clause governing extra-duty assignments was changed in both the second and the third contracts. In the second contract compensatory time was changed from being scheduled at the discretion of the principal to being scheduled at the request of the teacher. The change appeared to shift the balance of power toward

the union. In the third contract a requirement that teachers provide supervision of students was changed to permit the board to exempt teachers from extra-duty if the assignment would conflict with rules of the Department of Health, Education, and Welfare or other statutes or rules. The changes in the third contract appeared to shift the balance of power toward the board.

The extra-duty clauses included in the contracts of 14 of the 15 districts in the study ranged from simple statements of responsibility to complex agreements about the kinds of extra-duty which could be required of teachers as part of their expected performance. The clause was changed in 11 of the 14 districts. The union gained power in 9 of the 13 changes. The board gained power in the remaining four changes.

Management Rights

Management rights clauses were found in contracts in 12 of the 15 districts included in the study. An indication of which of those clauses were "short form" and which were "long form" is shown as Table 13. Short form management rights clauses were those which contained a statement that the board reserved all rights not given up in the contract. The long form management rights clause attempted to define or list all of the rights the board had retained. Three of the districts in the study had negotiated short form management rights clauses. Nine of the districts had long form clauses in the contracts negotiated.

Eight of the districts reserved all powers granted by law or stated that specific laws were considered by the parties as delineating the

Table 13
Types of Management Rights Clauses Found in Contracts in the
15 Florida School Districts Studied

Type of Clause	District															Number
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Short Form										X					X	3
Long Form	X		X(a)	X	X		X	X			X	X	X	X		9
No clause			X			X			X							3

(a) Indicates type of clause found in contracts.

the powers and responsibilities of the board. The districts which made specific reference to the law were districts A, B, E, G, J, L, M, and N.

Management rights clauses were changed in 4 of the 12 districts in ways which appeared to alter the substantive relationships between the parties. An indication of the districts in which the management rights clause was changed and the party toward which the balance of power appeared to shift is shown as Table 14.

Table 14
Changes in Management Rights Clauses and Resulting
Shifts in the Balance of Power

District	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
A	Union	No third contract
B	No change	No third contract
C	No change	No change
D	Union (a)	No third contract
E	Union	No change
F	No change	No change
G	Board	No change
H	No change	No change
I	No change	No change
J	No change	No third contract
K	No change	No change
L	No change	No change
M	No change	No third contract
N	No change	No third contract
O	No change	No change

- (a) There was a reopener in the second contract which provided for negotiation on non-economic issues. The Management Rights clause was changed during the negotiation of reopened items.

The management rights clause in district A was changed in the second contract. A statement that gave the administrative staff the authority to manage the schools was deleted. The change reflected a shift in the balance of power toward the union.

The management rights clause in district D was dropped in the third contract. The removal of the clause in its entirety shifted the apparent balance of power toward the union.

In district E a statement that the determination of any questions regarding wages, hours, terms, and conditions of employment not covered in the contract were left to the sole discretion of the board was deleted in the second contract. A new statement was added that restricted the right of the board to act only in ways not in conflict with state and federal law. The changes shifted power toward the union.

The management rights clause in district G was changed in the second contract. A statement that provided the employees with the right to grieve decisions of the board was deleted and a list of specific statutes under which the board could act was added to the clause. The changes appeared to shift the balance of power toward the board.

A management rights clause was contained in contracts of 12 of the 15 districts in the study. Clauses were changed in four of the districts in a way that appeared to alter the balance of power. The balance of power appeared to shift toward the board in one change. The three remaining changes shifted power toward the union based on a study of the clauses by the researcher.

Review of Selected Contract Clauses by School District

The contract clauses and the specific elements of the contract clauses were the focus of the preceding section. The focus herein is on the contract clauses in each of the districts and the changes made in the clauses.

District A

District A bargained two contracts during the period covered by the study. The first contract was for 2 years, and the second contract was for 3 years. There was a year between the expiration of the first contract and effective date of the second contract.

As can be seen in Table 15, five of the six contract clauses studied were changed between the first and the second contracts. The grievance definition was not changed. All five clauses changed appeared to reflect a shift in the balance of power toward the union.

Table 15

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District A

Clause	Balance of Power Between First and Second Contracts Toward
Dues Deduction	Union
Grievance definition	No change
Union use of school facilities	Union
Reduction-in-force	Union
Extra-duty assignment	Union
Management rights	Union

The dues deduction clause in the first contract contained a section which revoked the clause should a work stoppage or picketing result from union activity. The section was deleted in the second contract.

The dues deduction clause was changed with the deletion of the requirement that an annual dues deduction card be filed by the members. A continuous dues deduction procedure was initiated with the card being valid for the term of the contract, a 3-year period. A section which permitted the members to withdraw from the union was deleted in the second contract. The union appeared to gain power as a result of these changes.

A comparison of the clauses which governed the use of school facilities and services showed the balance of power shifting toward the union. The school district was permitted to collect a fee for the use of facilities and services by the union in the first contract. The fee was deleted in the second contract. The process by which a union group requested the use of the facilities was simplified in the second contract. The unlimited use of bulletin boards by the union was changed in the second contract which said that the bulletin board could only be used for the dissemination of information.

The reduction-in-force clause bargained in district A was changed in a way that shifted the balance of power toward the union. New steps were added to the lay-off process, and the recall process was made more specific.

Changes in the extra-duty assignment clause in district A reflected a shift in the balance of power toward the union. Language which required record keeping and reporting was dropped from the contract, as was a requirement that certain sub groups within the bargaining unit have longer school-day hours than the rest of the employees. Inservice education became voluntary. Personnel were required to be available for conferences with parents and students.

The first contract contained a statement in the management rights clause acknowledging the authority of the administrative staff. The statement was deleted from the second contract. A provision was added to the second contract which stated that the authority of the board to act was limited to those matters which were outside of the contract. The effect of these changes was to shift the balance of power toward the union.

District B

District B bargained two contracts during the period included in the study. The first contract was for 1 year and the second contract was for 2 years. Table 16 shows the change in the second contract and the apparent direction of the shift in the balance of power.

Table 16

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District B

Clause	Balance of Power Between First and Second Contracts Toward
Dues deduction	No change
Grievance definition	No change
Union use of school facilities	No change
Reduction-in-force	Union
Extra-duty assignment	No change
Management rights	No change

As shown in Table 16 one of the clauses changed the balance of power between the two contracts. A reduction-in-force clause was added to the second contract. The inclusion of the clause was an indication of a shift in power toward the union. However, the clause required

only that the board give prior notification to the union when more than 5% of the teachers on tenure were to be affected by the planned reduction.

District C

District C bargained three contracts during the period covered by the study. The first two contracts were each for 1 year. The third contract was for 2 years. Table 17 shows the direction of the apparent shift in the balance of power for each changed clause.

Table 17
Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District C

Clause	Balance of Power Between First and Second Contracts	Balance of Power Between Second and Third Contracts
	Toward	Toward
Dues deduction	Union	No change
Grievance definition	No change	No change
Union use of facilities	No change	No change
Reduction-in-force	Union	No change
Extra-duty assignments	No change	No change
Management rights	No change	No change

There were two clauses which changed the balance of power between the first and the second contracts. There were no changes in the clauses studied which appeared to affect the balance of power between the second and the third contracts.

The dues deduction clause in the first contract contained a provision permitting the assessment of a charge for the privilege of dues deduction. The elimination of the charge in the second contract was an indication of a shift in the balance of power toward the union.

The other clause showing a change favoring the union dealt with reduction-in-force. No clause was found in the first contract. A clause was added to the second contract which reserved the right to make such reductions to the school board and required that the board provide notice to the affected employees and to the union prior to the implementation of the action. While the clause did not appear to limit the freedom of the board to act, the inclusion of the clause was a shift in the balance of power toward the union.

District D

District D ratified two contracts during the period of the study. (A contract bargained prior to the implementation of the Florida Public Employee Relations Act was not included in the study.) During the first year covered in the investigation, district D did not have a mutually ratified contract. After going through a special master proceeding, the board and the union were unable to agree to accept the report of the special master. Consistent with the law in Florida the board unilaterally imposed a contract for that school year. That contract was not included in the study. The contract bargained in district D for the 1976-77 school year was the first contract which met the criteria for the study. That contract, which was for 1 year, was followed by a 2 year contract which contained reopeners for economic issues. During the negotiation of the reopeners, one of the clauses included in this study was also changed. Table 18 shows the direction of the shift in the balance of power for each changed clause.

The reduction-in-force clause was changed in the second contract. Two reasons were added to the list of reasons which permitted the board to ignore the contractual provisions. The additional reasons

Table 18

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District D

Clause	Balance of Power Between First and Second Contracts Toward
Dues deduction	No change
Grievance definition	No change
Union Use of school facilities	No change
Reduction-in-force	Board
Extra-duty assignment	Union
Management rights	Union (a)
(a) There was a reopener in the second contract which permitted negotiation on non-economic items. The management rights clause was changed during the reopened negotiations in a way that appeared to shift power toward the union.	

were the employment of the handicapped and preferential treatment for armed forces veterans. The change in the clause shifted power toward the board.

The extra-duty assignments clause in district D was changed in the second contract. A definition was added to the statement which required non-voluntary performance of certain duties by teachers. The definition limited the non-voluntary performance to things such as parent conferences when there was no prior appointment. The change shifted the balance of power toward the union.

During the second year of a multi-year contract signed in 1977, the management rights clause was deleted during negotiations on certain non-economic portions of the contract. The deletion indicated a shift in power toward the union.

District E

District E ratified three 1 year contracts during the period covered by the study. The district was the only one included in the

study in which all six clauses studied were changed between the first and second contracts. Between the second and third contracts two of the clauses were changed. Table 19 shows the shift in the balance of power for the changed clauses.

Table 19
Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District E

Clause	Balance of Power Between First and Second Contracts	Balance of Power Between Second and Third Contracts
	Toward	Toward
Dues deduction	Union	Union
Grievance definition	Union	No change
Union use of school facilities	Board	No change
Reduction-in-force	Union	Board
Extra-duty assignments	Union	No change
Management rights	Union	No change

The dues deduction clause in district E changed in both the second and the third contracts. The first clause bargained appeared to require the board to deduct dues for all union members upon receipt of an authorization from the union, not the individual members. The second contract was changed and required each member desiring deductions to sign an authorization. The authorizations provided for continuous deductions. In addition, the clause permitted the board to collect a fee for dues deductions in the second contract. The changes appeared to shift the balance of power toward the union. The dues deduction clause was modified in the third contract in a way that appeared to shift the balance of power toward the union. The amount of dues to be deducted was to be set annually by letter from the

union president (instead of written in the contract), and the charge for making the deductions was dropped.

The grievance definition was changed in the second contract. The definition in the first contract excluded any matter prescribed by law or over which the board had no power to act. The exclusion was deleted from the second contract. The grievance definition in district E included all policies, rules, and regulations of the school board in addition to contractual disputes. The clause permitted any action of the board to be grieved through the contractual grievance process. The change in the second contract appeared to shift power toward the union.

The use of school facilities and services by the union was changed in the second contract. A provision, found in the first contract, that the union could store its equipment in a school building was deleted. The change made in the clause appeared to shift the balance of power toward the board.

The reduction-in-force clause was changed in the second contract. The changes included a stronger seniority clause, a new recall procedure, and the requirement that the school board notify the school staff of the reasons for the reduction-in-force. One provision in the clause in the second contract prevented the school board from hiring new teachers if laid-off personnel were still available. No requirement for certification in the field of the vacancy was included in the recall provisions. The changes shifted the balance of power toward the union. The third contract was changed to limit the recall rights of an employee to one year. A provision which had permitted an employee

to keep seniority rights after recall was eliminated. The changes in the third contract shifted power toward the board.

The extra-duty assignments clause in district E was changed in the second contract. Limitations were placed on the number and length of faculty meetings. The change appeared to shift the balance of power toward the union.

The management rights clause was changed in the second contract. A provision in the clause which had permitted the board to act unilaterally in all areas where the contract did not address an issue was deleted. A new provision was added to the clause which limited the board to actions which were not in conflict with the contract between the school board and the teacher union. This change appeared to shift power toward the union.

District F

District F negotiated three contracts during the period covered by the investigation. The contracts were for 1 year, 2 years, and 3 years successively. Three of the contract clauses studied were changed in the second contract. None of the clauses were changed in the third contract. The direction of the shift in the balance of power in the clauses changed is shown as Table 20.

The clause which permitted the union to use school facilities and services was broadened in the second contract. Messages from the union to its membership could be included in school bulletins. This privilege was added to the rights of the union to use bulletin boards, mail boxes, courier services, and buildings found in the first contract. The change shifted power toward the union.

Table 20

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District F

Clause	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
Dues deduction	No change	No change
Grievance definition	No change	No change
Union use of school facilities	Union	No change
Reduction-in-force	Board	No change
Extra-duty assignments	Board	No change
Management rights	No change	No change

The clause pertaining to reduction-in-force in district F was changed in the second contract. A provision which required the superintendent to meet with association representatives to discuss a lay-off was deleted. A new provision was added to the second contract which required that certification in field be a criteria in the selection for lay-off. This change permitted the board to select the areas in which a reduction in staff was to be made. Recall procedures were applicable only to vacancies occurring before the first day of school for teachers. Personnel employed to fill vacancies created by teachers on leave were exempted from recall provisions. These changes shifted power toward the board.

The extra-duty assignments clause was changed in the second contract to include a requirement that teachers provide a minimum number of hours of instruction to students each week. Members of the bargaining unit were required to participate in activities such as curriculum study meetings, county-wide grade or subject meetings, meetings with parents, evaluation of materials, and programs which

extend beyond the normal work day. These activities were to be done without additional compensation. The change represented a shift in power toward the board.

District G

District G negotiated three contracts during the period covered by the investigation. The first and second contracts were each for 1 year. The third contract was for 2 years. Between the first and second contracts five of the clauses included in the study were changed. Three of the changes appeared to shift power toward the board, and two shifted power toward the union. Between the second and third contracts three changes were made. Two of those changes appeared to shift power toward the union, and the remaining change shifted power toward the board. Table 21 shows the direction of the shift in the balance of power for each clause changed.

Table 21

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District G

Clause	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
Dues deduction	Board	No change
Grievance definition	No change	No change
Union use of school facilities	Board	Union
Reduction-in-force	Union	Board
Extra-duty assignments	Union	Union
Management rights	Board	No change

The dues deduction clause was changed in the second contract. A requirement that annual authorization of deductions be signed by each member was added to the clause. The requirement that the employee

notify the union that the authorization had been revoked was eliminated in the second contract. These changes shifted power toward the board.

In the clause pertaining to the use of school facilities and services by the union, a section was added in the second contract which required bulletin boards for union use to be furnished at union expense. The change shifted power toward the board. In the third contract the same section was dropped which appeared to shift power toward the union.

In the contractual clause governing reduction-in-force the clauses were changed in such a way as to shift power to the union in the second contract. A provision was added which included approved leave in the computation of seniority. In the third contract power appeared to move toward the board with the addition of certification as an element to be considered in the lay-off procedure.

The extra-duty assignment clause in district G was changed in both the second and third contracts. In the second contract extra-duty assignment of a teacher made that teacher eligible for hourly pay according to a salary schedule negotiated. Teachers were permitted to leave the school premises during the day to keep appointments (before and after the student day) without loss of pay or leave time. Duty-free lunch was provided in the second contract. Limitations on faculty meetings became more restrictive in the second contract. The changes in this clause from the first to the second contract showed a shift toward the union in the balance of power. In the third contract the extra-duty clause included additional restrictions on extra-duty and duty assignments during the school day. A new provision gave the teachers breaks, duty-free lunch, and planning time. The school day was

shortened. Faculty meetings were limited to a specified number of hours per year that could be required of teachers. Other changes in the contract excluded work sessions dealing with Southern Accreditation Association meetings and school plant survey activities from being considered extra-duty and provided that only assignments outside of the scheduled work day would be paid at the hourly rate. The net effect of the changes was to shift the balance of power toward the union.

Changes were made in the management rights clause in the second contract. The first contract permitted employees and their representatives to grieve decisions of the board in the exercise of management rights. The provision was eliminated in the second contract. A provision was added to the clause which delineated the management rights, authority, duties and responsibilities of the board as set forth in Florida Statutes. The changes shifted the balance of power toward the board.

District H

There were three contracts negotiated in district H during the period covered by the study. The first and second contracts were each for 1 year. The third contract was for 2 years. Table 22 shows the direction of power shift in the changed clauses.

In the second contract the extra-duty assignments clause changed in district H. A provision included in the clause shifted the balance of power toward the board. The statement "which teachers shall be expected to perform" was added to the definition of non-instructional duties required of teachers by the contract.

Table 22

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District H

Clause	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
Dues deduction	No change	No change
Grievance definition	No change	No change
Union use of school facilities	No change	No change
Reduction-in-force	No change	Union
Extra-duty assignments	Board	No change
Management rights	No change	No change

A change in the reduction-in-force clause in the third contract shifted power toward the union. A provision was added to the existing reduction-in-force language which required the board to provide first choice to teachers who were transferred or laid-off from positions, should the same position or a similar position at the same school become available.

District I

There were three contracts negotiated in district I during the period of the study. The first of the contracts was for 1 year, the second for 2 years, and the third was for 3 years. In the second contract five of the six clauses included in the study were changed. Four of the changes reflected a shift in the balance of power toward the union. The remaining change shifted power toward the board. No changes were made in the clauses studied in the third contract. The direction of the shift in power in the changed clauses is shown as Table 23.

Table 23

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District I

Clause	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
Dues deduction	Union	No change
Grievance definition	Union	No change
Union use of school facilities	Board	No change
Reduction-in-force	Union	No change
Extra-duty assignments	Union	No change
Management rights	No change	No change

In the second contract the dues deduction clause was reworded in a way that appeared to shift the balance of power toward the union. The change included the provision of continuous dues deduction, until revoked by the employee, and the elimination of part of the hold harmless clause. The hold harmless clause, which guarantees the board will not be held accountable for claims, demands, suits, or other forms of liability which might arise from the deduction of dues from the paychecks of employees, had included, in the first contract, a statement that the union would refund a part of the union dues if the member were promoted out of the bargaining unit. This statement was deleted in the second contract.

The grievance definition in district I was changed in the second contract. The union was added to the list of those permitted to file a grievance. The change shifted power toward the union.

The clause pertaining to use of school facilities and services by the union was changed in the second contract. A requirement that a copy of all materials placed in mailboxes or posted on bulletin

boards be given to the principal was added to the clause. The change shifted the balance of power toward the board.

The reduction-in-force clause was changed in the second contract. Deletion of the words "uninterrupted service" from the criteria for retention of personnel changed the seniority element in the lay-off procedure. A recall provision was added to the clause that required the reemployment of all laid-off personnel prior to the time a new employee could be placed in a position. The net effect of the changes appeared to shift the balance of power toward the union.

The clause pertaining to extra-duty assignments was changed in the second contract. Provisions in the clause which required instructional personnel to assume responsibility for pupil supervision were deleted. A provision was added that non-instructional duties would be limited. Collecting money, record-keeping related to the collection of money, inspecting children for headlice, implementing a fluoride rinse program, and keeping records for outside agencies were agreed to be the responsibilities of other personnel. A paragraph was added to the clause which stated that no employee would be required to cover an absent employee's class in addition to his own. The changes shifted power toward the union.

District J

District J negotiated two agreements during the time covered by the study. The first agreement was for 1 year. The second contract was for 2 years. Table 24 shows the direction of the changes in the balance of power in the changed clauses.

Table 24

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District J

Clause	Balance of Power Between First and Second Contracts Toward
Dues deduction	No change
Grievance definition	No change
Union use of school facilities	No change
Reduction-in-force	Union
Extra-duty assignments	Union
Management rights	No change

The reduction-in-force clause was a new article in the second contract. The inclusion of the clause represented a shift in the balance of power toward the union.

The clause pertaining to extra-duty assignments was changed in the second contract. A provision which required elementary teachers, when relieved of classroom duty by special teachers (art, music, and physical education) to use the time for instructional preparation time or for conferences, was dropped. A new provision was added which required principals to make an effort to secure substitutes before assigning teachers to take another teacher's classes. The changes in the clause appeared to shift power toward the union.

District K

District K negotiated three contracts during the period covered. A contract for salary and fringe benefits was negotiated prior to the enactment of the Florida Public Employee Relations Act and was not included in the study. The first contract included in the study was for a 1 year period. That contract was followed by a 2 year and a

3 year contract. The direction of the shifts in the balance of power in the changed clauses is shown as Table 25.

Table 25
Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District K

Clause	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
Dues deduction	Union	No change
Grievance definition	Board	No change
Union use of school facilities	Union	Board
Reduction-in-force	Union	Union
Extra-duty assignments	Board	Union
Management rights	No change	No change

In the second contract the dues deduction clause was changed. A sentence was added to the hold harmless clause which required the board to act in compliance with the entire dues deduction clause for the board to be held harmless in the performance of the requirements of the clause. The second contract also changed dues deductions to a continuous authorization process. The changes shifted the balance of power toward the union.

The grievance definition was changed in the second contract. A phrase which permitted the teachers to grieve "problems dealing with treatment" was deleted. The change shifted the balance of power toward the board.

The clause pertaining to the use of school facilities and services by the union was changed in both the second and the third contracts. The union was required to pay for personnel employed during the use

of the facilities at rates determined by the board and through the board's regular payroll procedures. Other changes provided the union with access to the courier service, the right to purchase materials and supplies from the board at cost, the right to use equipment owned by the board, and the right to have machine copies made at cost. A provision in the clause provided that, if the board should add a direct phone line to a nearby metropolitan area in the administration office, the union could have an extension of that line placed in its office. These changes appeared to shift the balance of power toward the union. In the third contract, the right to purchase supplies and materials from the board at cost and the right of the union to use the district's copying machine were eliminated. A provision was added to the clause which limited the union to the use of one bulletin board in each school. The effect of the changes in the third contract shifted the balance of power toward the board.

The reduction-in-force clause was a new clause in the second contract. The addition of the new clause shifted the balance of power toward the union. In the third contract a change was made in the clause which required, for the first time, 30 days advance notice be given before a lay-off. The board was also required to furnish the employee with the reasons for lay-off. The time between recall notification and the declaration by the board that a position was vacated was lengthened. The changes shifted the balance of power toward the union.

The clause pertaining to extra-duty assignments was reworded in the second contract. A provision was added to the clause which stated that the board and the union acknowledged that the primary responsibility of a teacher was to teach, and the board agreed to reassign those

responsibilities which interfered with teaching. A provision which stated that any responsibility beyond the 7.5 hour day would be voluntary was added. Assignments of personnel which extended beyond the 7.5 hour day would only be made after consideration had been given to the teacher's personal commitments. Attendance of teachers at Parent-Teacher Association meetings, which had been voluntary in the first contract, was not mentioned in the second contract. The clause appeared to place new restrictions on the activities of the teachers and shifted power toward the board. The third contract added a statement that teachers would not be required to ride buses, keep attendance registers, or perform custodial functions. In the third contract, language which referred to teacher's attendance at Parent-Teacher Association meetings was returned to the contract. The clause was modified to permit teachers who attended such meetings to leave the school early on the following day. The changes in the third contract shifted the balance of power toward the union.

District L

District L negotiated three 1 year contracts during the period covered by the study. Three of the clauses included in the study were changed in the second contract, and three were changed in the third contract. Table 26 shows the direction of the shifts in the balance of power for each changed clause.

The dues deduction clause was changed in both the second and third contracts. The change in the second contract permitted new teachers to join the union within 30 days of employment. A provision which required the remittance of deducted dues to the union to be made to the union on a monthly basis was changed to require the dues to be

Table 26

Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District L

Clause	Balance of Power Between First and Second Contracts Toward	Balance of Power Between Second and Third Contracts Toward
Dues deduction	Union	Union
Grievance definition	No change	No change
Union use of school facilities	Board	Union
Reduction-in-force	Union	Union
Extra-duty assignments	No change	No change
Management rights	No change	No change

forwarded to the union within 22 days. A fee was established for the service and the amount of the fee was included in the contract. The changes shifted power toward the union. In the third contract the requirement that union members request dues deduction within 30 days of the beginning of a semester was dropped. Dues deduction became available at any time the union member signed the authorization card. Dues deductions were made continuous in the third contract. The length of time between deduction and transmittal of the dues was reduced to 20 days. The reference to the fee was less specific in the third contract. The changes shifted the balance of power toward the union.

In the clause pertaining to the use of school facilities and services by the union, the board appeared to gain power in the second contract with the addition of the requirement that the union pay for the reproduction of information. In the third contract the union appeared to gain power when the board agreed that the union could use facilities without the formal approval of the building administrator when those facilities were not otherwise in use. The union was permitted to use the courier service of the school system.

The reduction-in-force clause was changed in both the second and the third contracts. The changes in both contracts shifted the balance of power toward the union. A section was added in the second contract in the recall element of the clause which required recall of teachers for vacancies in subjects or grades in which no reductions had been made, should such vacancies become available. In the third contract seniority was added as a criteria to be considered in setting the order of recall.

District M

District M bargained two contracts during the period covered by the study. Both of the contracts were for 2 years. Only one change was made between the first and second contracts in the clauses included in the study. Table 27 shows the direction of the shift in the balance of power in the changed clause.

Table 27
Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District M

Clause	Balance of Power Between First and Second Contracts Toward
Dues deduction	No change
Grievance definition	No change
Union use of school facilities	No change
Reduction-in-force	No change
Extra-duty assignment	Board
Management rights	No change

In the second contract a provision was added to the clause which governed extra-duty assignments. The new provision permitted the board to require after-school duties beyond the 7.5 hour work day. The board

was limited to not requiring more after-school duty than had been the practice in preceding years. The change in the second contract shifted the balance of power toward the board.

District N

District N bargained two contracts during the period covered by the study. The first of the contracts was for 1 year. The second was a 5 year contract. There were no changes between the first and second contracts bargained in district N.

District O

District O bargained three contracts during the period covered. The first and second contracts were each for 1 year; the third was for 2 years. Table 28 shows the direction of the shift in the balance of power in each of the changed clauses.

Table 28
Changes in Contract Clauses Bargained and Resulting
Balance of Power Shifts in District O

Clause	Balance of Power Between First and Second Contracts	Balance of Power Between Second and Third Contracts
	Toward	Toward
Dues deduction	Union	No change
Grievance definition	No change	No change
Union use of school facilities	No change	Union
Reduction-in-force	No change	Union
Extra-duty assignments	Union	Board
Management rights	No change	No change

The dues deduction clause was changed in the second contract permitting the union to change the amount of dues and assessments to be deducted upon 90 days notice to the board. The change shifted power to the union.

The clause governing use of school facilities and services by the union was changed in the third contract. The services available to the union were expanded to include the right to use the inter-school courier system. This change appeared to shift the balance of power toward the union.

The reduction-in-force clause was changed in the third contract. Language was added that required to recall to be done in the inverse order of lay-off. A shift was made in the balance of power toward the union.

The language on extra-duty assignments was changed in both the second and third contracts. In the second contract language was added that required the principal or supervisor to consider the request of the teacher in scheduling compensatory time for the teacher. The first contract had allowed the supervisor to schedule the compensatory time without consulting the teacher. The change shifted the balance of power toward the union. In the third contract the clause was changed to permit the assignment of personnel to extra-duty if such assignments were consistent with the law and Health, Education, and Welfare rules. The change in the language gave the board additional discretion in the assignment of personnel and shifted the balance of power toward the board.

Summary

There were 15 districts which met all of the criteria for inclusion in the study. Contracts from the districts were studied to determine whether change had occurred in the balance of power between the parties to the contracts. The clauses which were included in the study ranged from simple to complex. The clauses which were identified as having

been changed in ways that altered the substantive relationships between the parties were further analyzed. The number and direction of the changes made in the selected clauses are shown as Table 29.

Between the first and second contracts changes were made in 14 of the 15 districts. In addition, the management rights clause was changed during reopened negotiations at the mid-point of the second contract in district D. This change has been included as a change between the first and second contracts. Only district N contracts were not changed in any of the clauses which were included in the study. In the districts where changes were made in the selected clauses, 13 of the 44 changed clauses (30%) appeared to reflect a shift in the balance of power toward the school boards. The remaining 31 changes (70%) were changed in ways that appeared to shift the balance of power toward the unions. Five contracts which were included in the study were changed only in ways which appeared to increase union power. Two of the contracts were changed only in ways which appeared to increase the power of the school board.

In 9 of the 15 districts three contracts were negotiated. In six of those nine districts changes were made between the second and third contracts. In the 7 districts where changes occurred in the third round of bargaining, 11 of the 15 clauses which were changed (73%) shifted the balance of power toward the union. The remaining four changes (27%) reflected a shift in the balance of power toward the board.

Table 29

Changes in Selected Clauses which Appeared to Shift the Balance of Power Between the Parties and Direction of the Shift

District	Number of Contracts In Study	Contract Length (Years)			Number of clauses changed and Apparent Direction of the Shift in the Balance of Power Toward		
		First	Second	Third	First Contract to Second Board	Second Contract to Third Board	Union
A	2	2	3		5		
B	2	1	2		1		
C	3	1	1	2	2		
D	2 (a)	1	2		2 (a)		
E	3	1	1	1	1	1	1
F	3	1	2	3	2		
G	3	1	1	2	3	1	2
H	3	1	1	1	1		1
I	3	1	2	3	1		
J	2	1	2		2		
K	3	1	2	3	2	1	2
L	3	1	1	1	1		3
M	2	2	2		1		
N	2	1	5				
O	3	1	1	2	2	1	2

(a) There were reopened negotiations at the end of the first year of a multi-year contract in district B which caused a change toward the union in the management rights clause, one of the clauses included in the study. The change is included with the changes made between the first and the second contracts.

CHAPTER IV

THE PERCEPTIONS OF THE SCHOOL BOARD NEGOTIATORS ABOUT THE IMPACT OF THE CHANGES IN THE CONTRACT CLAUSES

As part of the procedure followed to answer the second and part of the third questions which gave direction to the study, the school board negotiator was interviewed in each of the 14 districts where changes in the balance of power appeared to have occurred in each of the clauses studied in successive contracts negotiated. (There were no changes in district N.) The interviews were conducted using an interview guide (Appendix A), which was designed to elicit information in four areas relative to the changed contractual clauses. First, negotiators were asked why the change in the contract was negotiated. Second, the negotiators were asked to discuss any evidence, external to the contract, or actions which were taken as a result of the change in the language of the clause. Third, the negotiators were asked to describe any documentation available which would provide information about the reasons for the change and to discuss the context within which the change was made. Fourth, the negotiators were asked to describe the effect of each specific change on the balance of power between the school board and the teacher union and to discuss the relationship of the contract as a whole to the balance of power between the school board and the teacher union.

School board negotiators were defined in the study as administrators who had served as members of the school board negotiating team when each of the contracts included in the study were negotiated. Each negotiator

was designated by the district superintendent as a person who was knowledgeable about the contract and about the background of negotiations in the specific district. The school board negotiators included 12 persons who had served as chief spokesman for the school board for one or more of the contracts negotiated. The other three persons who were designated negotiators had served as team members during the collective bargaining of the contracts included in the study.

The responsibility for negotiations in all of the districts included herein was a part-time assignment. Of the 15 negotiators interviewed, 5 were assistant superintendents, 3 were personnel directors, 3 were directors of instruction, 2 were general administrators, 1 was a district finance officer, and 1 was the district supervisor of vocational and adult education.

Contained in the sections which follow are the responses grouped by each of the questions asked, the responses grouped by type of contract clause, and general comments which were made about the impact of the collective bargaining process on the school district.

Responses of the School Board Negotiators Grouped by Questions Asked

Reasons Given for Changes

The reasons cited by the negotiators for changes in the clauses of the contracts included in the study depended in part on the context in which the change was negotiated. Negotiators cited deliberate attempts by one party or the other to gain power as the reason for the change in 22 of the 59 clauses in which changes reflecting a shift in the balance

of power were identified. In 15 instances the negotiators indicated that each of the changes was made in an effort to spell out the intent of the parties in a way that was more consistent with past practice. As an example, one negotiator remarked that a provision in the extra-duty clause in the first contract was written in such a way that strict implementation by the principals resulted in a hardship to the teachers. The clause was changed in the second contract to reflect the intent of the teams which bargained the contract.

In another district the negotiator said that the school board had offered a continuous dues deduction program to teachers for 20 years prior to the beginning of collective bargaining. The first contract negotiated in that district required annual authorizations to be signed by the teachers. The negotiator said that the decision was made to return to the continuous dues deduction program to save paperwork and to reestablish an acceptable past practice. Although the negotiator indicated that the apparent effect of the change was to shift the balance of power toward the union, he stressed that the return to past practice diminished the effect of the change on the balance of power.

Two of the negotiators interviewed said that a change in the chief spokesman for the school board team resulted in many changes in the contracts. The negotiators each indicated in their remarks that the changes resulted from "differences in the philosophies" of the chief spokesmen.

A number of other reasons for changes in the clauses studied were cited by the negotiators as they discussed the specific clauses. Among those reasons were: advice of the school board attorney, elimination of paperwork, provide a smoother process (typically in the clauses

governing reduction-in-force), and help the union "sell" the total contract to its membership in the ratification process. One negotiator said that most of the changes in contracts negotiated in his district were made for "cosmetic" reasons, that is, to make the union appear to have gotten a large number of concessions in the negotiations process. Another school board negotiator said that they changed the reduction-in-force clause each year because as a growing district they did not have to consider the impact of the changes in the clause. He called the reduction-in-force clause a "freebie."

Evidences of the Changes

School board negotiators in districts where changes occurred in the contract clauses were asked to describe those actions taken or documents issued as a result of the specific change in the contract. The negotiators were asked specifically to describe any memorandums or directives issued by the superintendent, actions of the superintendent, actions of the school board, or policies changed by the school board. Negotiators were also asked to describe any grievances which resulted from the changes in contract language or which caused the change in contract language to be made.

The most common evidences of change, outside of the contract, cited by the school board negotiators were contract administration workshops attended by principals and other first-line management personnel. The interpretation of the changes in the clauses was discussed at the workshops for the purpose of insuring the uniform application of the conditions established by the contract. Of the 59 clauses which were identified by the researcher as having been changed in ways that shifted the balance of power between the parties, 14

clauses were reported by negotiators as having been specifically discussed in the contract administration workshops. The clauses discussed generally dealt with administration in the local school, such as, extra-duty assignments and union use of school facilities and services.

In 5 instances related to the 59 changed clauses negotiators indicated that grievances had been filed, either prior to the contract change or after the contract change. Also, in district A, the management rights clause in the second contract was changed to permit grievances to be heard by an arbitrator. The clause in the first contract allowed the board to unilaterally refuse to permit a grievance to go to arbitration. The management rights clause was tested in court and the clause was held to be illegal in view of a provision in the Florida Public Employee Relations Act which required arbitration for the resolution of grievances.

There were three instances described where specific actions of the school board or the superintendent were changed as a result of the changes in contractual clauses. In district A a change in the clause governing the use of school facilities and services by the union was followed by a change in school board policy. A policy section which had governed the use of the school buildings by the union was deleted from the policy manual.

In district J the changes in the contractual clause governing reduction-in-force were followed by a reduction in teaching personnel. The negotiator indicated that over 20 employees were terminated during the school year which followed the inclusion of the reduction-in-force clause in the contract. The negotiator stated that memorandums,

directives from the superintendent, and school board actions were all evidences of the change in power. The school board had previously reduced the teaching staff by deciding which positions to eliminate and had terminated employees without regard for seniority or criteria. The reduction-in-force clause required procedural steps to be followed. The negotiator said the procedure was cumbersome compared to the past practice of the school board but added there were no problems resulting from the actions of the board. No grievances were filed. In spite of a gain in apparent power by the union, the procedure was beneficial for the school board. The negotiator in district K reported a similar incident in that district. The school board experienced no difficulties in terminating 40 teachers using the procedures in the negotiated reduction-in-force clause.

Context of the Change

In reviewing the changes in the clauses included in the study, negotiators were asked to describe the context which surrounded each change. Frequently changes were made as a result of the exchanges of complete packages of proposal between the parties involved in the negotiations. Of the 59 clauses where the researcher determined that the balance of power had changed, negotiators reported that 28 were changed as part of package settlements.

Specific exchanges were related to economic concessions. The negotiators indicated that in some instances concessions would be made in the final rounds of bargaining that gave increased power to the union in return for reductions in the unions demands for salaries and fringe benefits.

The district I negotiator said that all of the concessions made by his school board in the clauses studied were made in a year when the board was forced to negotiate a contract which provided no raise in salaries for teachers.

Other specific changes in a clause were negotiated within a specific clause. For example, the negotiator in district K stated that the grievance definition between the first and second contract was changed along with other changes in the grievance procedure. The negotiator stated that although the definition was changed in a way that appeared to shift the balance of power toward the union, there was not a shift in the balance of power between the parties when the total grievance procedure was considered.

Eight of the changes made in contract clauses were made at the request of the school board attorney. Four of these changes were made in district A. In that district both a court decision and an arbitration award about the management rights clause of the contract were adverse to the school board. The changes in the contract were made to correct problems that were linked to the interpretation of the management rights clause.

In 13 of the 14 districts where changes occurred in the balance of power, as reflected in the clauses included in the study, negotiators indicated that the context of the change in specific clauses was reflected in the notes made by the negotiator during the negotiations sessions. In district M the notes made by the negotiator at the bargaining table were considered working papers and destroyed after the contract was ratified. In district F, where notes were not kept, the negotiator said that the sessions were tape recorded. That

negotiator indicated that the tape recordings had not been used prior to the time of the interview. However, the negotiator kept the tapes in case they were needed in an arbitration hearing to document the intent of the parties. Four other districts (A, E, G, and I) used the tape recordings to supplement the notes kept by the negotiator.

The negotiators were asked whether they had issued press releases about specific changes in the contract. Eight of the district negotiators indicated they had issued press releases which covered changes made in the contracts. In some cases the negotiators indicated that press releases were issued which reported all of the topics covered by the teams at each of the sessions. In other cases the negotiators indicated that only specific clauses were referred to in press releases issued by the negotiator.

A comprehensive newspaper clipping file was kept in 14 of the 15 districts included in the study. The clippings included those stories that summarized the specific exchanges and agreements made by the parties during the bargaining process.

Effect of the Changes

School board negotiators were asked whether a specific clause change resulted in a shift in the balance of power toward the school board or toward the union. In 20 of the 59 clauses which were identified by the investigator based on his analysis of the contracts as having changed in ways that appeared to shift the balance of power between the parties, negotiators said that there had been no real change in the relationship between the parties. Where the negotiators did not feel that the power has shifted, they indicated that there were other clauses which maintained the balance of power or that past practices were

being negotiated into the contract. When a negotiator said that the contract clause was changed to describe a past practice, the negotiator did not agree that a shift in the balance of power had occurred in that clause.

According to the negotiators, in 15 of the 59 changes in specific clauses the board appeared to gain power, and the remaining 24 changes shifted the balance of power toward the union. In several instances, negotiators indicated that the degree to which the balance of power shifted was small. The negotiator in district L, where three of the six clauses included in the study were changed in the second and again in the third contracts, said that all but one of the changes made in the contracts were for "cosmetic" purposes. The negotiator in that district said that potential concessions were written into the first contract. Subsequent contracts were changed in small ways to enhance the appearance of the contract to the membership and to help the union leadership in getting the contract ratified.

When the responses of the negotiators about the direction of the shift in the balance of power were compared to the direction that was identified by the investigator, it was found that the school board negotiators agreed with the classification of the clauses in 38 of the 59 instances. Of the remaining 21 changes, the negotiators reported that 20 changes in the clauses did not appear to have shifted the actual balance of power between the parties. The negotiators said that changes which represented past practice, other clauses which were changed in the contracts, or "cosmetic" changes all helped to maintain the balance of power. In 12 of the instances where the negotiator said there had been no change in the balance of power, the negotiator indicated that the

change was only a change in language and not power. In one instance the negotiator felt that a clause had been classified wrong. The negotiator in district A indicated that the language in the dues deduction clause was changed in a way that benefited the school board and not the teacher union as had been determined by the investigator based on a study of the contracts.

The negotiators were asked to indicate the overall effect of bargaining on the balance of power in the districts they represented. Seven of the 15 negotiators indicated that the relationships had remained the same after negotiating the second and third contracts as they were after negotiating the first contract. In the eight districts where the balance of power was felt to have shifted after the signing of the first contract, two negotiators said that the school board had gained power and six negotiators said the union had gained power.

Responses of the School Board Negotiators Grouped by Contract Clauses

Dues Deductions

There were 10 changes in the dues deduction clauses in the 15 districts in the study. Two of the negotiators indicated the changes resulted from the deliberate attempt of one of the parties to change the balance of power. In one of those districts the board gained power, the union gained in the other district.

Two of the changes were made to clarify the relationships between the parties. Another change was the result of the appointment, by the school board, of a new spokesman for the bargaining team for the second contract. A third district changed the clause in an effort to

reduce the paperwork. The dues deduction in another of the districts was changed in both the second and the third contracts to help the leadership "sell" the contract to the membership.

In six instances the dues deduction clauses were changed as part of the package settlements made between the parties. One change was made for specific economic concessions made during bargaining.

Of the 10 changes, negotiators said that 2 did not affect the balance of power between the parties. Two of the changes shifted the balance of power toward the school board. In the remaining six cases the union was reported to have gained power.

Where the negotiators indicated that a shift in power had occurred, the negotiators agreed in all but one instance with the direction of the shift that was determined by the researcher. The negotiator in district A disagreed with the classification of the direction of the shift in power. The dues deduction clause in the first contract had a section which provided for the termination of the dues deduction privilege should the union members strike or engage in a work slowdown. The section was deleted in the second contract and the clause was therefore classified as having shifted power toward the union. The school board negotiator disagreed and said that, in his opinion, the board had gained by requiring that the union be responsible for furnishing to the board and certifying the accuracy of the information on which the dues deduction program was based. The union was required to notify the school board of changes in employee status, to inform the board of new members, and to update the certified list of employees who had authorized dues deduction at 6 month intervals.

Grievance Definition

The contractual grievance definitions were changed in three districts. The negotiators indicated in the interviews that the changes were made in favor of the union in two of the instances, and in favor of the board in the third instance. One clause was changed when the spokesman for the board changed. The second clause was changed in response to demands made by the union, and the third change was made to clarify the relationship between the parties.

The grievance definition in district I was changed to permit the union to file grievances as "class actions." There were approximately 50 grievances filed on the same issue--a specific interpretation of the salary schedules--during the period covered by the first contract. The school board members expressed a concern that an excessive amount of time was spent in processing the grievances which were identical. The negotiator was instructed to concede to the union demand that the organization be permitted to institute grievances as "class actions."

In the three instances where the grievance definition was changed, the negotiators agreed with the direction of the shift in the balance of power as determined by the researcher. The three negotiators indicated that the context of the changes was documented in their notes. Two of the districts reported that the local newspaper had carried stories referring to the changes in the grievance definitions.

Union Use of Facilities and Services

Clauses which governed the ways in which a union could use the facilities and services of the school district were changed in eight districts. In three districts the clauses were changed two times. Negotiators reported that four of the changes were made because either

the school board or the teacher union made demands for changes in the language in the clause which were attempts to shift the balance of power. In four of the instances where clauses were changed, the negotiators said that the changes were made to clarify the existing relationships between the parties or to bring the language in the contract into conformity with the past practice in the district. The negotiator in district L said that the changes were made to help the union leadership "sell" the contract to the membership.

School board action resulted from the changes in the clause in district A. The policies of the board which were promulgated prior to collective bargaining to govern the use of school facilities by the union were repealed. The negotiator in that district said the board felt the relationship between the school board and the teacher union should be totally contractual rather than partially governed by policy and partially by contract.

Discussion of the changed clauses in a principal's meeting was listed by negotiators in two of the districts as evidence of the change in the balance of power. A grievance which was won by the union in district K concerning the right of the union to use a copying machine resulted in the changed contractual clause in the second contract in that district.

Three of the negotiators said that the changes in the clauses pertaining to the use of facilities and services by the union were negotiated in package settlements. Two negotiators indicated that specific concessions, in the economic sections of the contract, were made by the union to secure changes in the clause.

The negotiators indicated that the school board had gained in 4 of 11 changes, the union gained in 2 of the changes. In five instances, according to the negotiators, there was no change in the actual relationships between the parties as a result of the changes in the clause even though there were apparent changes in the balance of power as reflected in the language of the clause. Negotiators who said that a shift in the balance of power had occurred agreed in each case with the direction of the shift which had been determined by the researcher based on a study of the contracts.

Reduction-in-Force

The clauses which established reduction-in-force procedures were changed in 17 instances in the districts included in the study. Negotiators said that six of the changes resulted from the attempt of one of the parties to change the balance of power. Four of the changes were made to clarify existing relationships or to more accurately describe past practices. One negotiator said that the clause in both the second and the third contracts was changed to provide a smoother process. The negotiator in district C indicated that the clause was changed to permit the board to follow the requirements of a court-ordered desegregation plan if a reduction-in-force was ever necessary. The negotiator in district E indicated that the change in the clause was made because the school board attorney advised the board to concede to the demands of the union in this clause. According to the negotiator, the change in district F was made to remove ambiguity from the clause.

There were two districts in the study whose negotiators reported that a lay-off had occurred in the district and the procedure in the contract had been implemented. The negotiators in those districts said

that the procedural requirements were new requirements and the board acted in ways different from how it would have acted before the clause was negotiated. The negotiator in district A said that the change in the clause in the second contract in that district resulted from a grievance filed during the first contract. The grievant won both in arbitration and in court. As a result, the reduction-in-force clause was changed in the second contract. Two of the district negotiators said that the changes in the clause were discussed in workshops with the principals.

The clauses governing reduction-in-force were changed through the exchange of packages in 13 of the 17 instances where changes had occurred. In two instances specific economic concessions were made by the union to secure a better reduction-in-force clause. The negotiator in district C said that the reduction-in-force clause changed in the second contract as a result of bargaining within the clause. The negotiator indicated the union team had demanded a stronger clause than was finally ratified and the board team had worked to get concessions within the clause.

Negotiators indicated that in 3 of the 17 changes the board appeared to have gained power by the change in the reduction-in-force clause. The union gained in six of the changes. Negotiators in 8 of the 17 instances said that there had been no apparent change in relationship. However, all of the negotiators who said there was no change in the balance of power also said that the reduction-in-force clause had not been used in their district. The negotiators felt that the clause was, in the words of one negotiator, a "freebie."

The negotiator in district F said that the impact of the change in

in language had not been felt and therefore the change did not affect the balance of power. In all of the nine instances where negotiators felt that a change in substantive relationships had occurred, they agreed with the direction of the shift in the balance of power which had been indicated by the researcher based on a study of the contracts.

Extra-Duty Assignments

The clauses which pertained to the assignment of personnel to extra-duty were changed 14 times. Changes were made in 11 of the 15 districts included in the study.

In seven of the instances where extra-duty clauses were changed, negotiators indicated that the changes resulted from the efforts of one of the parties to the contract to change the balance of power through the negotiations process. Four of the changes came from the agreement between the parties to clarify the language of the contract so that the clause would be a more accurate reflection of the relationship which existed between the parties prior to the onset of collective bargaining. One of the negotiators said that the changes made in the extra-duty clause in his district were made as a part of the normal bargaining process and were not an attempt by either of the parties to change the balance of power. One negotiator indicated that a change was made in the clause to equalize the treatment of teachers. In the examination of teaching duties by the board, disparities were found in the way extra-duty assignments were made in different schools. The changes, which were demanded by the union, were agreed to by the school board in order to eliminate the inequities found in extra-duty assignments.

Nine clauses which were changed were discussed in principal's meetings. The discussions were to acquaint the school level management with the changes in the way in which the contract clause was to be interpreted. One of the district negotiators reported that a grievance had been filed against the provisions of the second contract. The grievance was dropped when the restrictions against the use of federally funded teachers for extra-duty were explained to the grievant. However, as a result of that grievance, a section was added to the extra-duty clause in the following contract to permit the board to follow federal rules in the assignment of teachers without being in conflict with the provisions of the contract between the school board and the teacher union.

Six of the extra-duty clauses were changed by the parties when the unions reduced economic demands during bargaining. Three of the clauses were changed in the exchange of package offers between the school board and the teacher union. In district I, the district in which the grievance about extra-duty for federally funded teachers was filed, there was no concession made by either side in making the language change in the clause. The change was accepted by both parties as being a necessary alteration in the terms and conditions of the contract.

The context of the changes was documented in 12 of the 14 instances where changes were made in the notes kept by the school board negotiator. Four of the negotiators reported that press releases were issued that contained information about the changes in the extra-duty clause in the contracts. Twelve of the negotiators indicated that the changes in the clause were mentioned in the local newspapers.

Negotiators indicated that four of the clauses were changed in ways that shifted the balance of power toward the board. Six of the changes, according to the negotiators, shifted power toward the union. In 4 of the 14 changes the negotiators said that there had been no change in the actual power of either of the parties in spite of apparent changes in the contractual clauses governing the extra-duty assignments. In each case where the negotiator indicated that a shift had occurred in the balance of power, the negotiator agreed with the direction of the shift that had been determined by the researcher.

Management Rights

There were changes in four districts in the management rights clause. Three of the changes occurred in the second contracts negotiated between the parties, and the other change was made in the third contract in one of the districts.

Two of the changes in management rights clauses were made as a result of the demands made by one of the parties in an attempt to change the balance of power. The third change was the result of a change in the spokesman for the board team. The fourth change was made on the recommendation of the school board attorney who said that the clause should be eliminated from the contract.

In district A the negotiator cited two reasons for changing the management rights clause. The union attempted to gain power by demanding the change. In addition, the first management rights clause was written in such a way as to permit the board to unilaterally prohibit a grievance from being arbitrated. The prohibition was contrary to the Florida Public Employee Relations Act. The clause was changed to comply with the requirements of the statute.

Two of the changes in management rights clauses were made as part of specific concessions on the part of the school board to demands by the union. One of the changes was made because of the legal interpretation placed on the language of the clause in the first contract.

One of the negotiators indicated that no change in actual power had occurred between the parties as a result of the change in the management rights clause in the contract. One negotiator indicated that the board had gained in power as a result of the change. The remaining two changes, according to the negotiators, resulted in a shift in the balance of power toward the union. In the three instances where negotiators stated that a change in the balance of power had taken place, the negotiators agreed that the direction of the shift in the balance of power was the same as the direction which was determined by the researcher based on a study of the contracts.

General Comments Offered by the
School Board Negotiators

Several of the negotiators interviewed made comments about the process of negotiations and the effect of collective bargaining on the relationships between the school board and the teacher union in their respective districts. The negotiator in district A said there was a trend in his district for the board to make small gains in some language areas in the contract while conceding an equal number of large areas to the union. The net effect of the bargaining process in that district, according to the negotiator, was for the balance of power to shift away from the board.

The negotiator in district D said that, in his opinion, the school board had lost a great deal of power through the negotiations process. The negotiator indicated during the interview that bargained contracts could be beneficial by helping to provide guidelines for poor administrators in dealing with personnel matters.

The negotiator in district E indicated that negotiations had not changed the overall balance of power between the school board and teacher union in that district but had, instead, clarified the relationships by reducing the guidelines for behavior to writing. The negotiator described to the researcher a process in which district administrators had met with the teachers for more than 20 years to prepare proposals about wages, fringe benefits, and working conditions for presentation to the school board. The same negotiator said that collective bargaining had narrowed the involvement of teachers. In his opinion, the rank and file members of the union were uninformed of the priorities set by the executive council members. The negotiator in district E also said negotiations had proven to be a nuisance. The process had cost the district a great deal of money and had taken a lot of time.

The negotiator in district F felt that the process of negotiations should continue. He stated that employees often had real problems that should be addressed by employers. The process of collective bargaining provided a formal avenue for bringing those problems to the attention of the employers.

The negotiator in district G indicated that one of the changes which had appeared in that district was a change in the attitude of the teachers. Teachers, who before the beginning of collective bargaining,

had looked to the school board and the superintendent for improvement in salaries, fringe benefits, and working conditions had turned to the union for representation of their demands. However, the negotiator felt that teachers in the district were beginning to realize the union was not able to "work miracles." The teachers appeared to be realigning their confidence and were placing trust in the superintendent and the school board.

The negotiator in district H stated that no one had been prepared for negotiations the first time a contract was bargained in that district. The impact of language was not fully assessed and some clauses ratified in the first contract were detrimental to the ability of the school board and the administration to effectively administer the schools. Subsequent bargaining had been difficult as the school board negotiator attempted to regain power given up in the first contract. The negotiator said: "The process stinks."

Negotiators in two districts, B and J, indicated in the interviews that the concern of their respective district school boards was the retention of management rights and prerogatives. The negotiator in district J said that when teachers made demands that were reasonable, conceding to the demands did not shift the balance of power toward the union. The changes in the clauses provided for the equitable treatment of teachers by the school board and administration, and really helped to improve the image of the board among the teachers.

Summary

In the interviews with negotiators about the changes in the clauses included in the study, the researcher found that 22 of 59 changes were made as a result of the demand of one of the parties in an attempt to change the balance of power, 15 changes were made to clarify the relationships, 8 changes made were because of the advice of attorneys, and the balance for other reasons. Negotiators stated that the balance of power had shifted in substantive ways in 39 of the 59 clauses which had been identified by the researcher as reflecting a shift in the balance of power. The negotiators agreed in 38 of the 39 instances with the direction of the shift determined by the researcher based on an analysis of the contracts. Negotiators said that the boards had gained in 15 of the 39 instances where substantive changes in relationships had taken place, and the union had gained in the remaining 24 instances. Two of the 15 negotiators interviewed indicated that the overall balance of power had shifted toward the board in the second and third contracts negotiated, six indicated the union had gained power, and seven said there had been no overall change in the balance of power in their district.

CHAPTER V
SUMMARY, CONCLUSIONS, AND DISCUSSION

Summary

The focus of the investigation was on the changes in the balance of power between selected Florida school boards and teacher unions as reflected in the collectively bargained contracts with teachers.

Specifically, answers to the following questions were sought:

1. What changes, reflected in selected clauses of collectively bargained teacher contracts, occurred in the balance of power between school boards and teacher unions during the period 1975 through 1978?
2. What was the context, as reported by the school board negotiators, in which the changes in contract language were made?
3. Where changes in the balance of power are reflected in the contracts, according to a review of the contracts and verified by school board negotiators, which of the parties to the contract increased control?

The study was justified by the need for information about the impact of collective bargaining in Florida on the balance of power between the school boards and the teacher unions. There was a need to identify the direction of the shift in power, particularly in the smaller districts, and to identify the types of changes in contract language which were being bargained in a way that shifted the balance of power.

The study was limited to the 15 Florida school districts which (a) had an average daily membership during the 1976-77 school year between 5,000 and 20,000 pupils in kindergarten through grade 12, (b) had bargained more than one contract between the school board and the teacher union between January 1, 1975 and the beginning of the 1978-79 school year, and (c) had a designated staff member who had served on the school board negotiating team during the negotiation of all of the contracts included in the study. From each of the contracts negotiated in the 15 districts during the period covered by the study, six clauses (dues deductions, grievance definition, union use of school facilities and services, reduction-in-force, extra-duty assignments, and management rights) were extracted. The extracted clauses were classified into groups: those clauses in which there were no changes in the balance of power as reflected in the clause in successive contracts, those clauses in which the balance of power reflected in the clause appeared to shift toward the school board, and those clauses in which the balance of power appeared to shift toward the teacher union.

In each case where a shift in the balance of power was identified by the researcher based on a review of the contract clauses, the school board negotiator was interviewed. The negotiator was asked if the apparent shift in the balance of power reflected by the change in the clause was accompanied by a substantive change in the balance of power between the parties. The negotiator was asked to describe the context in which the clause was negotiated, and to describe any documentation which would support the classification of the change in power as benefiting the school board or the teacher union. The negotiator was also asked to describe actions of the superintendent or

the school board taken as a result of the change in the contract clause. Finally, the negotiator was asked if the balance of power between the parties had been maintained by other changes in the contract or if the balance of power had shifted when the contract was viewed in its entirety.

Based on the analysis of data resulting from applying the procedures described above, the following major findings emerged:

1. There were 39 contracts negotiated between school boards and teacher unions in the 15 Florida school districts during the period covered by the study.
2. Contracts in the first round of bargaining tended to be for 1 year (13 of the 15 districts) while in subsequent rounds of bargaining the contract generally covered a longer time (multi-year contracts were found in 9 of the 15 districts in the second round).
3. The following clauses, which had been selected for inclusion in the study, were found in at least one of the contracts negotiated in each of the 15 selected Florida school districts: dues deductions, grievance definition, union use of school facilities and services, and reduction-in-force. Contracts in one district had no extra-duty assignments clause and contracts in 3 of the 15 districts contained no management rights clause.
4. Changes in the clauses were identified by the researcher as shifting the balance of power between the parties in 59 instances. The clauses which were changed were as follows: dues deductions--10 instances; grievance definition--3 instances; union use of school facilities and services--11 instances; reduction-in-force--17 instances; extra-duty assignments--14 instances and management rights--4 instances.

5. Between the first and second contracts there were 13 changes in the clauses which appeared to shift the balance of power toward the board and 30 changes which appeared to shift power toward the union. Between the second and third contracts there were 4 changes which appeared to shift the balance of power toward the board and 12 changes appeared to shift power toward the union. In total there were 42 changes which appeared to shift the balance of power toward the union and 17 changes which appeared to shift the balance of power toward the board.
6. There was an average of 4 changes in clauses identified as changing the balance of power in each of the 15 districts. There were no changes in one district, one change each in two districts, two changes each in three districts, three changes each in two districts, five changes each in three districts, six changes in one district, and eight changes in each of three districts.
7. In terms of the basis for changes in the contract clauses, negotiators reported that 22 of the 59 identified changes were made as a result of the demand of the parties in an attempt to shift the balance of power. They reported that 15 of the 59 changes were made to clarify the contractual relationship or to describe past practices more accurately. Changes in the contracts in two districts were made when the school board changed the spokesman on the school board negotiating team. In one district changes were made to help the union leadership "sell" the contract. In eight instances the changes were made because of the advice of the school board attorney.

8. Changes were made in 28 instances when the parties exchanged package proposals at the bargaining table. In 18 instances the changes were specific trades between the school board and the teacher union (11 of the specific concessions were made by the school boards in return for the reduction of economic demands by the union). The remaining changes were made within the language of a specific clause.
9. Contract administration workshops held with supervisory personnel were the most commonly cited evidence that changes in relationships had been made. Among the other evidences cited were grievances--5 instances; actions of the superintendent or school board--3 instances; and reduction-in-force--2 instances.
10. The context of the change was documented in the notes made by the negotiator at the bargaining table, which were kept for permanent reference, in 13 of the 15 districts. In the 14th district the bargaining sessions were tape recorded and the tapes kept for permanent reference in lieu of notes. In the 15th district the notes made by the negotiator were considered working papers and destroyed after the contract was ratified. The permanently filed notes of the negotiators were supplemented in four districts by tape recordings of the bargaining sessions, press releases were issued by the negotiators in 8 districts, and newspaper clipping files were kept by 14 districts.
11. Negotiators said there had been no change in substantive relationships between the parties in 20 of the 59 instances where the language of the clause had been changed in a way that appeared to the researcher to shift the balance of power. In 15 of the 59

instances, the negotiators indicated that power had shifted toward the board and in 24 of the 59 instances, they said that power had shifted toward the union.

12. Negotiators agreed with the direction of the shift in the balance of power identified by the researcher in 38 of the 39 instances where the negotiators said that a change in the language of a clause had been accompanied by a substantive change in relationships. In terms of specific clauses, the negotiators agreement with the researcher that a shift in the balance of power had occurred and with the identified direction of the shift was as follows: dues deductions--agreed on 7 of 10 identified changes; grievance definitions--agreed on 3 of 3 identified changes; union use of school facilities and services--agreed on 6 of 11 identified changes; reduction-in-force--agreed on 9 of 17 identified changes; extra-duty assignments--agreed on 10 of 14 identified changes; and management rights--agreed on 3 of 4 identified changes. In the one instance where the negotiator disagreed with the direction of the shift in the direction of power identified by the researcher, the dues deduction clause had been identified, based on the study of the clauses by the researcher, as shifting the balance of power toward the union. The negotiator in that instance stated that the board had gained power through the changes in the clause.
13. Negotiators in seven districts felt the overall balance of power had remained the same between the parties after the first contract had been negotiated. Two negotiators said the balance of power had shifted toward the board and the remaining six negotiators said that the balance of power had shifted toward the union in the bargaining of successive contracts in their districts.

Conclusions and Discussion

In regard to the first question which gave direction to the study it must be concluded that there were changes in the balance of power in the 15 selected Florida school districts during the period 1975 through 1978. The changes which were found in the selected clauses of the collectively bargained contracts support this contention. Furthermore, the negotiators from the 15 districts verified that changes had occurred in the balance of power between the school boards and the teacher unions.

Relative to the context within which changes in contract language were made, it must be concluded that, for the most part, these were made as a result of one of the parties attempting to change the power relationship, or as a part of the exchange of package bargaining offers between the parties. This conclusion is supported by the fact that 22 of the 59 instances, in which the clauses were identified by the researcher as having been changed in ways that altered the balance of power, were reported by the negotiators as resulting from the demand of one of the parties for a change in language in an attempt to shift power. The conclusion is further supported by the fact that 28 of the 59 changes were made during the exchange of package offers between the parties.

In response to the third question which gave direction to the study, it must be concluded that the balance of power shifted toward the teacher union in a majority of the districts. This conclusion is justified in that, based on the researchers examination of the contracts, 42 of the 59 changes shifted the apparent balance of power toward the union. Furthermore, in 24 of the 39 instances where the school board

negotiators indicated that substantive changes in relationships had occurred, the negotiators said that the balance of power had shifted toward the union. Also supporting the conclusion were statements, made by the negotiators in six of the eight districts where the overall balance of power was reported as having shifted between the parties, that the union had gained power. In more than half of the instances where the change in language was identified by the researcher as reflecting a shift in the balance of power, the school board negotiators agreed that a change in substantive relationships had occurred, and in all but one instance where the school board negotiator verified that a change in the substantive relationships had occurred, the negotiator agreed that the direction of the shift in the balance of power was the same as that direction identified by the researcher.

Although not central to the three questions which gave direction to the study, there were four other conclusions which appear germane. These are discussed in the paragraphs that follow.

First, the clauses selected for inclusion in the study were appropriate indicators of the balance of power between the parties as reflected in collectively bargained contracts. This conclusion is justified in that each of the six clauses was changed in ways that shifted the balance of power between the parties and the negotiators verified that changes had occurred in each of the clauses which shifted the balance of power.

Second, some of the clauses were better indicators of changes in the balance of power than the others. This conclusion appears to be justified inasmuch as negotiators agreed with the researcher that a shift in power had occurred in a higher percentage of instances where

changes had been identified in some clauses as opposed to other types of clauses. Four of the selected clauses (dues deduction, grievance definition, extra-duty assignments, and management rights) were found to reflect a substantive change in relationships in more than 70% of the instances in which the language of the clause was identified by the researcher as having changed in subsequent contracts in a way that appeared to alter the balance of power. In reviewing the responses of the negotiators, the researcher found that in each instance where the grievance definition was changed, the negotiator stated that a substantive change in relationships had occurred in the direction which had been determined by the researcher. The negotiators stated that a substantive change had occurred in all but one instance where the management rights clause had changed. Two of the clauses were found to be less appropriate than the others in determining the change in the balance of power. The clauses governing union use of school facilities and services and reduction-in-force were identified by the negotiators as altering the substantive relationships between the parties in only slightly more than 50% of the instances where the researcher had identified a change in relationships based on a comparison of those clauses from successive contracts.

Third, changes between the first and second contracts were made more frequently and appeared to be more critical to the balance of power issue than changes between the second and third contracts. This conclusion was justified in that there were 43 apparent changes in the balance of power identified by the researcher between the first and second contracts of which 30 were verified by the negotiators as reflecting substantive changes between the parties. In contrast,

there were 16 changes identified between the second and third contracts as changing the apparent balance of power, based on a review of the clauses by the researcher, and 9 of the changes were reported by the negotiators as having altered the substantive relationships between the parties.

Fourth, the relationship between the school boards and teacher unions in the 15 selected Florida school districts as reflected in the language of the collectively bargained contracts was a dynamic relationship. Changes were found in the selected clauses from the successive contracts in all but one district.

The appropriate question for the reader at this point may well be what is the meaning of the findings and conclusions of the study. Meaning may be attached to the findings and conclusions in terms of the extent of congruence between the findings and conclusions with related literature and research, in terms of implications for practicing school administrators and school board negotiators, and in terms of needed further study and research.

The conclusion that collective bargaining between teacher unions and school boards in the 15 selected Florida school districts had resulted in a shift in the balance of power was consistent with the related literature. Abel (1977) identified the demand for a share in policy-making by teachers in the Flint, Michigan school district as an outgrowth of a national collective bargaining movement by teachers. Studies by Mason (1977), Nighswander (1977), and Carlson (1977) found that as school boards and teacher unions collectively bargained there was a tendency for the balance of power to shift toward the unions. Other authors, such as Metzler (1967), Fay (1976), and Benson (1970) described the process of negotiations between school boards and teacher

unions as one of the tools used by the unions to increase the power of teachers over the actions of the school board.

The related literature and research supported the second major conclusion that the movement of the balance of power was based on the efforts of the parties to effect a change. Hopkins (1967) noted that confrontation bargaining, aimed at ultimately sharing the power, did not change to responsibility-sharing as subsequent contracts were bargained. Kilgras (1973) described the economic, political, sociological, and psychological pressures which the parties used in securing concessions on demands.

The third major conclusion, that the teacher unions appeared to gain power, was also supported by the related literature. Cheng (1976), French (1977), Kimbrough and Nunnery (1976), Lathrop (1978), and Nolte (1968) all reported the apparent shift of the balance of power toward the unions through negotiations. That the union as an organization was the focus of the changing balance of power was supported in Cheng (1976), the Civil Service manual for its administrators (1975), Schoppmayer and Van Patten (1976-1977), and Giandomenico (1973).

The first minor conclusion, that the clauses were appropriate for assessing the changes in the balance of power for the study, was supported in the literature. Werne (1974), Evans, Knox and Wiedenman (1978), Andrews (1969), and Heldman and Reimer (1969) all emphasized the importance of the dues deduction clause in providing organizational security for the union. Neal (1971) stated that the grievance clause was the most crucial part of a collectively bargained contract. Studies by Burroughs (1975), Graham (1977), and Smith (1973) reported that, unlike the 15 school districts in the study, not all collectively

bargained contracts had a grievance procedure. The restricted definition, which limits the use of the grievance procedure to questions about the contract document, was found in 14 of the 15 districts in the study. Descriptions of an appropriate grievance procedure by Lieberman (1969), Corrigan (1969), Metzler (1967), Sanner (1975), and Gardner (1976) all supported the appropriateness of the restricted grievance definition. The clause governing use of school facilities and services by the union was listed by Illuzzi (1976), Metzler (1967), Goodwin (1977), and Walter (1975) as an organizational security item which they recommended should be limited by the contract. From the concerns voiced in the literature, it was apparent that the clause governing the use of school facilities by the union was an indication of the relationship between the parties. Heldman and Reimer (1969), Hitzeman (1978), and Lieberman (1969) were among the writers who indicated that the reduction-in-force clause had critical implications for the board which related to the power of the school board to manage personnel. Assignment of personnel to extra-duty was called a significant demand by Heldman and Reimer (1969). Other writers who described the impact of the extra-duty assignments clause were Brandstetter (1971), Lieberman and Moskow (1966), Andrews (1969), Bennerotte (1977), and Mayer (1978). Finally, the inclusion of the management rights clause as an indication of the balance of power between the parties to the contract was congruent with the literature. In 1967, Metzler stated that the management rights clause should contain reference to all areas the board wished to control. Authors who agreed with Metzler included Davey (1972), Smith (1974), and Werne (1974). Ingils (1972) said that

the management rights clause should simply reserve those powers not given up in the contract. However, all of the authors, writing from a management viewpoint, stated that the contract should contain a strong management rights clause.

The second minor conclusion, that some clauses were better indicators of the balance of power issue than other clauses, was supported in the literature. Each of the clauses was described by some of the authors as having critical significance in the contract. There was general agreement that the management rights clause and grievance definition were the most critical clauses in the contract from a management viewpoint. Similarly, clauses which provided for organizational security (dues deduction and union use of school facilities and services) were described as critical by writers viewing negotiations from the teacher union orientation.

The third minor conclusion, that the changes between the first and the second contracts were more critical to the balance of power than those in later contracts, appeared to be supported in the literature. In 1967, Metzler indicated that the first contract was the most important contract inasmuch as the relationship between the parties was formalized in that document. Kilgras (1973) and McCarty (1976) wrote that the process of change in the balance of power was cumulative and successive contracts placed greater restrictions of the administrators of a school system. Karan (1969) studied the negotiated contracts in New York and concluded that the first contracts resulted in large gains for teachers in their ability to influence policy making but the desired goal of shared decision making had not yet been reached.

The fourth minor conclusion, that relationships between the school boards and the teacher unions was a dynamic relationship, was congruent with the literature. In support of this conclusion, the studies by Kilgras (1973) and McCarty (1976) found that relationships continued to change as the parties bargained successive contracts.

There are two major implications of the findings and conclusions for practicing school administrators and school board negotiators. First, in the opinion of the researcher, school board negotiators do not fully realize the impact of the bargained language. One statement, which supports this opinion, was made by the negotiator in district H who said that clauses in the first contract were signed without a careful assessment of the consequences. Later negotiations in that district were reported to be extremely difficult as the school board attempted to regain the power that had been lost in the first contract. Another statement in support of the opinion of the researcher was made by the negotiator who described the reduction-in-force clause as a "freebie." The reduction-in-force clause sets the standards and procedures for termination of personnel during years when there is declining enrollment or when the school board has financial difficulty. When such procedures are implemented the effect of the bargained language will be felt by the school board. However, the change in the balance of power occurred when the language was bargained, not when the language was implemented. The comment by the negotiator in district E that changes in the reduction-in-force clause were made in both the second and third clauses to "smooth" the process did not appear to be sufficient reason to shift the balance of power toward the union through the changes made in the contracts each year, even though the negotiator

did not foresee the time when the clause would be implemented. Failure to recognize the impact of collectively bargained contract language does not minimize the impact of the language, nor does failure to perceive a shift in the balance of power keep the balance of power from shifting.

A partial explanation of the failure of negotiators to recognize the impact of collectively bargained language may be found in the fact that many of the negotiators interviewed equated the number of concessions traded between the parties with the amount of power represented by those concessions. However, the negotiator in district A indicated that in that district the board had been giving away the "big ones" and was getting back the "little ones" in the negotiations process. Another reason for negotiators to feel that there had been no change in the balance of power appeared to be represented by the negotiator who stated that the changes in the contracts had been made to help the union "sell" the contract to the union membership and therefore did not change the substantive relationships between the parties but only changed the apparent relationships between the parties.

A second implication of the findings and conclusions which has application for school administrators and school board negotiators is that school districts are losing control of employees in an effort to save money. While no attempt was made in the study to determine the extent to which the practice of making concessions in language items in return for economic demands existed, the practice was reported by a majority of the negotiators interviewed. The school board negotiators must be cognizant of the long term implications of the loss of control. Changes in the balance of power, which may not

immediately change the ability of the school board to manage employees, and which may save money in the contract being negotiated, may result in the ultimate lowering of levels of services provided to the students of the school district. Thus it is important that school board negotiators, preparing for negotiations, remember that the primary goal of the teacher union is to control the decision making process. The goal of the school board negotiator must be to avoid giving away control which could affect the quality of instruction. The statement by Higginbotham (1975) that the unions goals are "MORE power, MORE money, and MORE time away from the classroom" (p. 7) helps to understand the value of the bargaining process to the union as it seeks to exert influence over the school system. It is recognized that the task of the negotiator will be more difficult as the negotiator faces an opponent at the bargaining table who is willing to trade the short-term economic advances for increased power over the future decisions of the school board. The difficulty of the task is more acute when one accepts the bargaining process as one in which the goal is to make concessions between the parties. It is commonly said that no one should win in the collective bargaining arena. Negotiators must be careful that the school board does not lose its power.

In interpreting the conclusions and findings of the study, certain cautions must be observed. First, the data were gathered from a sampling of Florida school districts based on population characteristics and should not be interpreted in terms of a more diverse population or a population which was selected from a broader range of school districts. Second, the conclusions were based on data gathered about

six specific contract clauses, not on the changes in the contracts as a whole. Third, there was no attempt to control for the difference in degree of change and the reader should not equate the number of changes made in the contracts with the amount of substantive change. Fourth, inasmuch as only the school board negotiators were interviewed, the conclusions drawn from the data and the implications of the conclusions must be interpreted from the specific viewpoint of the individuals concerned.

In terms of the implications of the findings and conclusions for needed further study and research, the following suggestions are offered. First, a study is needed which will explore the changes in the balance of power found in school districts which have larger and smaller populations than those selected for this study. Such a study would provide external validity lacking herein. A study which investigated the changes in the balance of power as perceived by the teacher union negotiators would provide information not available herein to further assist in interpreting the direction and amount of the shift in the balance of power. Third, it is suggested that a study be made of the change in the balance of power as reflected in the contract as a whole to determine if the opinions of negotiators that the balance of power had been maintained in other areas of the contract was valid. Finally, it is suggested that a study be made of the degree of change in the balance of power represented by the changes in the contract clauses to determine if the shift in power is different from that determined by examining the number of changes.

The study reported herein was conducted with the expectation that the results would be of benefit to negotiators and administrators. Perhaps by identifying the tendency for the balance of power to shift toward the union in Florida, as has happened in other states, a greater awareness of the movement of the balance of power can be developed. Such an awareness is necessary if the changes are to be made in full consideration of the impact of the changes on the relationships between the school boards, the teacher unions, the students, and the public at large. While the changes made in contracts should be based on societal value choices, the factual foundation for the choices must be visible. It is hoped that the study reported herein will assist in providing the factual foundation for changes in the contracts which alter the substantive relationships between the school boards and the teacher unions.

NOTES

1. O'Brien, G., Personal communication, October 28, 1975.
2. Zwieback, R., Speech at workshop for National Association of Public Employee Negotiators and Administrators, June 7, 1976.

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APPENDIX A
INTERVIEW GUIDE

Interview Guide

This series of clauses has a change in language or content. It appears that there may be a change in the balance of power between the school board and the teacher union in your district as a result of these changes.

1. Was the change made for some reason other than changing the balance of power, for example: the clarification of existing relationships?
2. Can you cite evidences or incidents to support your view that there was/was not a change in the balance of power as a result of the contract changes. The evidence might be in the form of: Memorandums, superintendent's directives, changes in school board policy, school board actions, grievances filed, grievances won, or other documented incidents.
3. In what context was the change made?
 - a. Was the change part of a package settlement?
 - b. Were there specific concessions made in other areas of the contract which you feel maintained the balance of power between the parties as reflected in the contract as a whole? If so, what were those concessions?
 - c. Were there other reasons which may have caused the change, for example: changes in Florida Statutes, Federal Regulations, State Board of Education Rules, court decisions, or local arbitration awards?
 - d. Was the context of the change documented in any way, for example: in the notes taken during negotiations, public releases issued, newspaper clippings, court and arbitration awards, or other documents?

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4. In your opinion, did the specific change increase the control exercised by the school board or increase the control of the teacher union? Was the effect of this specific change in the balance of power offset by the considerations and concessions made in other areas of the contract?

APPENDIX B

BRIEF DESCRIPTION OF EACH OF THE 15 SELECTED FLORIDA SCHOOL DISTRICTS IN THE STUDY

DISTRICT A

This county school district was located in the southern part of Florida on the Gulf Coast. In 1977 the population of the county was estimated to be approximately 44,000 people, of whom an estimated 6,000 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,550.00 per full-time-equivalent student. The assessed valuation per full-time-equivalent student for the 1977-1978 school year was computed to be nearly \$135,000.00

The county was not considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trade, service industries, and government. About one-fourth of the residents were retired. Only a very small number of residents received public assistance. The county was in the upper third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 325 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of this study, had bargained 2 contracts with instructional personnel. The district was bargaining with no other groups of employees at the time of the study.

DISTRICT B

This county school district was located in the central part of Florida on the Gulf coast. In 1977 the population of the county was estimated to be approximately 39,000 people, of whom an estimated 7,200 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the district spent approximately \$1450.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$85,000.00

The county was not considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment in the county was primarily in the areas of: retail and wholesale trade, service industries, and government. About one-fourth of the residents were recipients of public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average.

The school district employed nearly 425 people in instructional positions, almost all of who were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of this study, had bargained two contracts with instructional personnel. The school district was bargaining with no other group of employees at the time of the study.

DISTRICT C

This county school district was located in the panhandle area of Florida. In 1977 the population of the county was estimated to be approximately 39,000 people, of whom an estimated 9,300 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1375.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$17,000.00

The county was not considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trade, and government. A high percentage of the population received public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 575 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining in 1975 and, at the time of this study, had bargained three contracts with instructional personnel. The district was bargaining with no other groups of employees at the time of the study.

DISTRICT D

This county school district was located in Central Florida on the Gulf coast. In 1977 the population of the county was estimated to be approximately 32,000 people, of whom an estimated 5,800 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1400.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$65,000.00

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trade, service industries, and government. About 20% of the residents were retirees. About 7% of the residents received public assistance. The county was in the middle third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average rate.

The school district employed nearly 325 people in instructional positions, almost all of who were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1974 and, at the time of this study, had bargained three contracts with instructional personnel. The school system was bargaining with no other groups of employees at the time of the study.

DISTRICT E

This county school district was located in the inland area of southern Florida. In 1977 the population of the county was estimated to be approximately 41,000 people, of whom an estimated 7,200 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year the school district spent approximately \$1575.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$82,000.00

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trade, service industries, and government. About 20% of the residents were retired and 9% of the residents received public assistance. The county was in the middle third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average rate.

The school district employed nearly 450 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained three contracts with instructional personnel. The district was bargaining with no other groups of employees at the time of the study.

DISTRICT F

This county school district was located in southern Florida on the Atlantic coast. In 1977 the population of the county was estimated to be approximately 50,000 people, of whom an estimated 8,700 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,500.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$91,000.00

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trades, service industries, and government. About 16% of the residents were retired and about 7% received public assistance. The county was in the upper third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average rate.

The school district employed nearly 500 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and had bargained three contracts with the instructional personnel at the time of the study. In addition to bargaining with instructional personnel, the school district was also collectively bargaining with non-instructional personnel.

DISTRICT G

This county school district was located in the panhandle area of Florida. In 1977 the population of the county was estimated to be approximately 39,000 people, of whom an estimated 8,300 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,325.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$23,000.00

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, manufacturing, retail and wholesale trade, and government. About 9% of the population received public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 475 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the study, had bargained three contracts with instructional personnel. The school district was bargaining with no other groups of employees at the time of the study.

DISTRICT H

This county school district was located in the inland part of central Florida. In 1977 the population of the county was estimated to be approximately 92,000 people, of whom an estimated 18,000 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,450.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$64,000.00

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trade, and government. About 20% of the residents were retired and approximately 7% of the population received public assistance. The county was in the middle third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 1,000 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained three contracts with instructional personnel. The school district was bargaining with no other groups of employees at the time of the study.

DISTRICT I

This county school district was located in southern Florida on the Atlantic coast. In 1977 the population of the county was estimated to be approximately 50,000 people, of whom an estimated 8,200 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,675.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$130,000.00.

The county was not considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trades, and service industries. About 20% of the residents were retired and less than 5% received public assistance. The county was in the upper third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 500 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained two contracts with the instructional personnel. The school district was also bargaining with non-instructional employees at the time of the study.

DISTRICT J

This county school district was located in the northern part of Florida on the Atlantic coast. In 1977 the population of the county was estimated to be approximately 31,000 people, of whom an estimated 7,600 were enrolled in public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,350.00 per student. The assessed valuation per student was computed to be nearly \$53,000.00

The county was considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: manufacturing, retail and wholesale trade, service industries, and government. About 7% of the residents received public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 425 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained two contracts with instructional personnel. The school district was also bargaining with non-instructional employees at the time of the study.

DISTRICT K

This county school district was located in the inland area of central Florida. In 1977 the population of the county was estimated to be approximately 38,000 people, of whom an estimated 8,000 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,225.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$76,000.00.

The county was considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: retail and wholesale trade, service industries, and government. About 14% of the residents were retired and about 6% of the residents received public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average rate.

The school district employed nearly 400 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with instructional personnel in 1974 and, at the time of the study, had bargained four contracts with instructional personnel. The school district was bargaining with no other groups of employees at the time of the study.

DISTRICT L

This county school district was located in the inland northern part of Florida. In 1977 the population of the county was estimated to be approximately 45,000 people, of whom an estimated 10,500 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year the school district spent approximately \$1,475.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$42,000.00.

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: manufacturing, retail and wholesale trade, and government. About 17% of the residents received public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average rate.

The school district employed nearly 570 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained three contracts with instructional personnel. The school district was bargaining with no other groups of employees at the time of the study.

DISTRICT M

This county school district was located in the panhandle area of Florida. In 1977 the population of the county was estimated to be approximately 50,000 people, of whom an estimated 12,500 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,500.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$68,000.00.

The county was considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: manufacturing, retail and wholesale trade, and government. About 7% of the residents received public assistance. The county was in the lower third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 750 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained two contracts with instructional personnel. The school district was bargaining with no other groups of employees at the time of the study.

DISTRICT N

This county school district was located in the northern part of Florida on the Atlantic coast. In 1977 the population of the county was approximately 43,000 people, of whom an estimated 7,700 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,450.00 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$72,000.00.

The county was considered to be part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: manufacturing, retail and wholesale trade, service industries, and government. About 7% of the residents received public assistance. The county was in the middle third of Florida counties on the Price Level Index. The unemployment rate for 1977 was below the state average rate.

The school district employed nearly 500 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with instructional personnel in 1975 and, at the time of the study, had bargained two contracts with instructional personnel. The school district was bargaining with no other groups of employees at the time of the study.

DISTRICT 0

This county school district was located in the southern part of Florida on the Atlantic coast. In 1977 the population of the county was estimated to be approximately 74,000 people, of whom an estimated 13,000 were enrolled in the public schools, kindergarten through grade 12.

During the 1977-1978 school year, the school district spent approximately \$1,275 per student. The assessed valuation per student for the 1977-1978 school year was computed to be nearly \$78,000.00.

The county was not considered to be a part of a Standard Metropolitan Statistical Area (SMSA). Employment was primarily in the areas of: agriculture, retail and wholesale trade, service industries, and government. About 13% of the residents were retired and about 13% of the residents of the county received public assistance. The county was in the upper third of Florida counties on the Price Level Index. The unemployment rate for 1977 was above the state average rate.

The school district employed nearly 625 people in instructional positions, almost all of whom were members of the bargaining unit. The school district had begun bargaining with the instructional personnel in 1975 and, at the time of the study, had bargained two contracts with the instructional personnel. The school district was also bargaining with non-instructional employees at the time of the study.


BIOGRAPHICAL SKETCH

Charles Parker Hayes was born April 5, 1938, in Franklin County, New Jersey. He attended public schools in New York and New Jersey, graduating from Millville High School in June, 1956. He recieved a Bachelor of Science degree with a major in psychology from Evangel College in Springfield, Missouri, completing the requirements for the degree in August, 1960. From August, 1960, to August, 1966, he taught sixth grade in the Okaloosa County School System in Florida. In August, 1966, he became teaching principal of the Hernando Elementary School in Citrus County, Florida, and served in that capacity until June, 1967. In July, 1967, he was appointed to the position of Director of Federal Programs for the Citrus County School System. In August, 1970, he was awarded the Master of Science degree in elementary education from Florida State University, Tallahassee, Florida. At the time this degree was awarded he was Director of Support Services for the Citrus County schools.


His professional memberships include the American Association of School Administrators, Florida Association of School Administrators, National Association of Educational Administrators, Florida Educational Negotiators, and Florida Association of School Business Administrators.

He is married to the former Carolyn Ashburn of Crestview, Florida. They have two daughters, Cynthia and Candace.

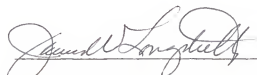
I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Education.


Michael Y. Nunnery, Chairman, Professor of
Educational Administration and Supervision

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Education.


Elroy, J. Bolduc, Professor of Subject
Specialization Teacher Education

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Education.


James W. Longstreth, Associate Professor of
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This dissertation was submitted to the Graduate Faculty of the Department of Educational Administration and Supervision in the College of Education and to the Graduate Council, and was accepted as partial fulfillment of the requirements for the degree of Doctor of Education.

June 1980

Dean, Graduate School